

Membership #  
TREB use only



**SALESPERSON & BROKER**  
**MEMBERSHIP APPLICATION AND AGREEMENT**



REALTOR

**Introduction:**

**Notice: Each Applicant and Broker of Record/Manager assumes full responsibility for ensuring that the Applicant and Broker of Record/Manager respectively has carefully reviewed and understood all of the provisions, terms and conditions of this MEMBERSHIP APPLICATION AND AGREEMENT (“Application”) and all of its attachments.**

This package is comprised of the following parts and attachments. Where applicable, the specified documents listed in No. 1 below, must be filled in and signed by the designated parties and provided to TREB together with those specific accompanying materials as identified in No. 2 below and as stated in the Application:

1. **Membership Application and Agreement** ("Application"). To be completed respectively by Applicant and Broker of Record/Manager as indicated in above Notice.
  1. Cover Page & Applicant information pages
  2. PART A - Personal Information Statement, Certificate and Agreement
  3. PART B - Standards
  4. PART C - Guarantee and Indemnity
  5. PART D - Authorized User Agreement
  6. PART E - Charges and Payment Information
  7. PART F - Member Group Insurance Beneficiary Designation Form  
*Please complete the attached Beneficiary Form and return it to the address noted on the form.*
2. **Copy of RECO Registration** to accompany completed Application.

**TREB USE ONLY:**

**Member Name:** \_\_\_\_\_

**Membership #:** \_\_\_\_\_ **CREA ID:** \_\_\_\_\_

**Date Processed:** \_\_\_\_\_ **Staff Signature:** \_\_\_\_\_

**Please forward application to TREB’s Membership Department:**

Toronto Real Estate Board  
1400 Don Mills Rd  
Don Mills, Ontario  
M3B 3N1

Phone Number: 416-443-8148

Fax Number: 416-446-6414

**Note: Applications that are completed in full will be processed within 48 hours.**



MEMBERSHIP APPLICATION AND AGREEMENT



Notice: Each Applicant and Broker of Record/Manager assumes full responsibility for ensuring the Applicant and Broker of Record/Manager respectively has carefully reviewed and understood all of the provisions, terms and conditions of THIS MEMBERSHIP APPLICATION AND AGREEMENT and all of its attachments.

Check applicable: Salesperson [ ] Broker [ ]

The name on this Application must correspond exactly with the name as it appears on the registration issued by the Registrar under the Real Estate and Business Brokers Act (Ontario) (the 'Act') and will be the name in TREB's membership roster.

Please attach the following to application:

- 1. Copy of RECO Registration
2. Personal Information Statement, Certificate and Agreement
3. Acknowledgement of minimum Standards required under Authorized User Agreement
4. Guarantee & Indemnity
5. Authorized User Agreement
6. Payment method: Cheque [ ] Credit Card [ ] (form attached)

NOTE: Entrance fees and annual dues and fees are non-refundable once membership is accepted.

Applicant Information

Last Name First Name Middle Name

Trade Name: (as approved by RECO)

Street Address

City/Town PostalCode PhoneNumber

RECO Registration Number Date of Issue Date of Expiry

Email Address

Date of Birth (Day/Month/Year) Female [ ] Male [ ]

Have you ever been, or are you now a Member of another Real Estate Board? Yes [ ] No [ ]

If Yes, name of Board?

Is your membership with that Board current [ ] or has it been terminated [ ] ?

Have you ever been a member of TREB before? Yes [ ] No [ ]

BROKERAGE INFORMATION:

Name of Brokerage

Business Address City/Town

Postal Code Phone No. Broker Code

**PART A  
PERSONAL INFORMATION STATEMENT  
CERTIFICATE AND AGREEMENT OF BROKERAGE  
&  
BROKER/SALESPERSON APPLICANT**

**THE UNDERSIGNED does hereby acknowledge having read, understood and agrees to be bound by all of the following:**

**1. PERSONAL INFORMATION STATEMENT  
FOR TREB MEMBERS**

The Toronto Real Estate Board uses the personal information provided verbally or in writing by Members upon application for membership (and which may be provided during the course of membership), for different purposes to fulfill its mandate. These purposes include:

- Acting as a professional association in support of Members as REALTORS, including the administration of its by-law and policies, and ensuring compliance with same;
- Providing products and services to Members;
- Providing continuing education to Members and educational courses to those seeking to become Members;
- Administering and operating the MLS system, including ensuring compliance with the rules and regulations governing the MLS system;
- Administering and facilitating membership in the Ontario Real Estate Association and the Canadian Real Estate Association, including ensuring compliance with the by-law, rules, and regulations of those associations;
- Any legal or regulatory requirements; and
- Such other purposes consistent with the foregoing purposes.

The collection, use, and limited disclosure of any applicant's or Member's personal information will only be for the purposes of fulfilling TREB's mandate, including the provision of services, products, and information to Members by TREB, or any organization authorized by TREB, and only in a manner consistent with this statement and the Board's Privacy Policy, a copy of which has been provided or otherwise made available to Members.

When an individual applies for membership in TREB or chooses to participate in the activities of TREB or uses any service provided by TREB, that individual consents to the collection, use, and disclosure of personal information as set out in this Statement and the Board's Privacy Policy.

Subject to applicable laws and with specific exceptions to protect the privacy of third parties, Members may access their personal information held by TREB and may submit comments on or corrections to such information for inclusion with the personal information held by TREB.

Where applicants or Members do not have a copy of the Board's Privacy Policy, a copy may be obtained by visiting TorontoMLS or contacting TREB at 416-443-8196.

**2. INSURANCE**

Through the payment of your annual dues and fees to TREB, you are automatically provided with life insurance and accidental death and dismemberment insurance. Coverage begins upon acceptance of your application. **Please complete the attached Beneficiary Form and return it to the TREB Member Insurance at the address noted on the form.**

**3. CERTIFICATE AND AGREEMENT OF BROKERAGE & BROKER/SALESPERSON APPLICANT**

I, the Applicant, confirm that the statements contained in this application are true and correct.

If accepted as a Member, I agree to be bound by the By-Laws, MLS Rules and Policies of TREB, a copy of which has been received, read and understood by me. In making application for membership, I waive all claims against TREB, its officers, Directors, and any and all members arising out of any act in connection with the consideration and acceptance or rejection of this application. If accepted as a Member, I agree that all decisions of the Directors shall be final and conclusive. I acknowledge that membership in the Board is personal and cannot be transferred. I understand and agree that the Toronto Real Estate Board provides full services within jurisdictional boundaries as defined in the By-Laws and that some services are not available beyond those jurisdictional boundaries.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Applicant**

The Brokerage Member, by the signing of this Agreement, verifies that it is satisfied that the Applicant is fully aware of the responsibilities and obligations incurred in making this application.

\_\_\_\_\_  
*(Name of Member Brokerage)*

\_\_\_\_\_  
**Print Name of Broker of Record/Manager**

\_\_\_\_\_  
**Signature of Broker of Record/Manager**

\_\_\_\_\_  
**Date**

## PART B – STANDARDS FOR ACCESSING TORONTOMLS

### A. Recommended Equipment for New Purchase\*

**For purchasing new PC's\*\*, we recommend at least the following:**

Windows Vista or Windows XP SP2 - Microsoft Internet Explorer 7.0

Pentium 4 3.0 GHz Processor or equivalent

512 Megabytes of RAM - 60 Gigabyte Hard Drive or larger

56k V.90 Modem - 10/100 Network Card- High Speed Internet Access

USB Port Version 2.0

CD-RW / DVD Rom combo or Separate CD-RW and DVD drives

Laser Printer with min 4MB memory, Color Laser Printer with a min.16mb of memory or Color Inkjet Printer (Dot

Matrix Printers are unacceptable)

17" SVGA Monitor

**For purchasing new Laptops, we recommend at least the following:**

Windows Vista or Windows XP SP2 - Microsoft Internet Explorer 6SP2 or better

Intel Mobile Centrino 1.8 GHz Processor or equivalent

512 Megabytes of RAM (1GB of RAM if shared with Video) - 60 Gigabyte Hard Drive or larger

56k V.90 Modem - 10/100 Network Card - High Speed Internet Access

802.11 B/G Wireless Networking

USB Port Version 2.0

CD-RW / DVD Rom combo

Laser Printer with minimum 4MB memory, Color Laser Printer with minimum 16mb memory or Color Inkjet Printer

(Dot Matrix Printers are unacceptable)

14" TFT Active Matrix Display

\* The more computing power you can purchase today, the better prepared you are for the future. These requirements are modified over time as technology changes.

\*\* Macintosh computers are not fully compatible with Stratus and some functions will not work.

**By its signature, the Applicant acknowledges and warrants that it has read, understood and agreed to fully conform to the Standards for Accessing TorontoMLS so as to enable access to and use of the Services and MLS® Database (as defined in the Authorized User Agreement).**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

## PART C - GUARANTEE AND INDEMNITY

### TO: TORONTO REAL ESTATE BOARD

**For valuable consideration**, the receipt of which is hereby acknowledged,

TREB acknowledges that the undersigned (hereinafter referred to as the “**Guarantor**”) has agreed with Authorized User that the Guarantor shall pay directly to Toronto Real Estate Board (“**TREB**”) all of the payment obligations of Authorized User in Section 6 of the Authorized User Agreement (“**Agreement**”), a copy of which is available from TREB, posted in Board Info or at URL [http://communications.torontomls.net/tech\\_corner/resources/agreement/index.htm](http://communications.torontomls.net/tech_corner/resources/agreement/index.htm).

1. The Guarantor hereby irrevocably and unconditionally guarantees to TREB the due performance of the obligations of Section 6 of the Agreement. This shall be a continuing guarantee, and shall secure all amounts now due, or that may hereafter become due, or be remaining due from time to time and at any time from the Authorized User to TREB pursuant to Section 6 of the Agreement, whether absolute or contingent. Upon receipt by TREB from the Guarantor of an executed notice of termination in the then current form as prescribed from time to time by the Board of Directors of TREB, which notice states that the Authorized User has had its license suspended or terminated with the Guarantor, then this Guarantee and Indemnity shall continue to apply to amounts that have already become due (“**Already Due Amounts**”) under Section 6 of the Agreement, but shall not apply to amounts that become due after receipt by TREB of such notice of termination to the extent such amounts do not relate in any manner to the Already Due Amounts.
2. No alteration or waiver of this Guarantee and Indemnity or of any of its terms, provisions or conditions shall be binding on TREB unless made in writing over the signatures of two of TREB’s duly authorized officers.
3. TREB shall not be bound to exhaust its recourse against the Guarantor or other parties or other security it may hold, or to value such other security, before being entitled to payment from the Guarantor and the benefit of any statute of limitations affecting the liability of the Guarantor hereunder or the enforcement thereof is hereby waived to the extent permitted by law.
4. TREB may, without prejudice to or in any way diminishing the liability of the Guarantor, grant extensions of time or other indulgences to the Guarantor and give up or modify, vary, exchange, renew or abstain from perfecting or taking advantage of any security, and may discharge any party or parties, and accept or make any compositions or arrangements, and realize any security, when and in such manner as it may think expedient and in no case shall TREB be responsible for any neglect or omission with reference to any such security.
5. TREB may, without prejudice to, or in any way diminishing the liability of the Guarantor, revise, amend, vary, modify or renew the Agreement by posting such amendment, variation, modification or renewal on TREB’s website in Board Info or at URL [http://communications.torontomls.net/tech\\_corner/resources/agreement/index.htm](http://communications.torontomls.net/tech_corner/resources/agreement/index.htm) and the posting thereof as aforesaid shall constitute sufficient notice thereof to the Guarantor and consent of the Guarantor for all purposes of this Guarantee and Indemnity. The Guarantor waives any right it might have in common law or at equity to receive any notice of, or to consent or agree to, such amendment, variation, modification or renewal, and the Guarantor agrees that the posting thereof on TREB’s website as aforesaid shall be sufficient for such purposes.
6. In the event TREB makes a demand upon the Guarantor upon the Guarantee and Indemnity herein contained, as between TREB and the Guarantor, the Guarantor shall be held and bound to TREB directly as principal debtor in respect of the payment of the amounts hereby guaranteed. In the event Guarantor does not pay TREB any amount when due pursuant to Section 6 of the Agreement, the Guarantor shall indemnify and save TREB harmless against all charges, costs, expenses or any amounts incurred by or on behalf of TREB relating in any manner to the collection of such amounts by TREB.

7. In the event the Guarantor does not perform any of the following:
- (i) the Guarantor shall take all reasonable steps at all times to protect the integrity of the Data Base and Software, as those terms are defined in the Agreement, and to ensure appropriate use at all times of such Data Base and Software by Authorized User, and
  - (ii) the Guarantor shall immediately report to the Board of TREB any breach by Authorized User of the Agreement, which either comes to the attention, or should have come to the attention, of the Guarantor;

then Guarantor shall indemnify and hold TREB harmless from all costs, damages, expenses or any amount arising from, and/or incurred by TREB relating to, any breach of Authorized User of the Agreement.

8. The Guarantor hereby waives notice of the acceptance of this Guarantee and Indemnity and of presentment, demand, protest, notice of dishonour, and any other demand and notice required by law.
9. This Guarantee and Indemnity shall be construed in accordance with the laws of the Province of Ontario and in any action thereon the Guarantor shall be estopped from denying the same. The Guarantor hereby irrevocably attorns to the jurisdiction of the courts of Ontario and agrees to be bound by any judgment thereof, provided that nothing herein shall limit TREB's right to bring proceedings against the Guarantor elsewhere.
10. This Guarantee and Indemnity shall extend and endure to the benefit of the successors, legal representatives and assigns of TREB and shall be binding upon the Guarantor and its successors and permitted assigns. The Guarantor shall not assign this Guarantee and Indemnity without the prior written consent of TREB.

**By its signature, the Guarantor acknowledges and warrants that it has read, understood and agreed to be bound to the terms and conditions provided in this Guarantee and Indemnity, and that the person signing this Guarantee and Indemnity has the capacity and authority to sign on behalf of the Guarantor and to bind the Guarantor to this Guarantee and Indemnity.**

The Authorized User referred to in this Guarantee and Indemnity is \_\_\_\_\_  
(Applicant's Name)

\_\_\_\_\_  
**Brokerage Name**

\_\_\_\_\_  
**Guarantor Signature – Broker of Record/Manager**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**

Authorized User acknowledges, confirms and agrees that this Guarantee and Indemnity is being delivered by the Guarantor to secure Authorized User's performance under this Application and under Section 6 of the Authorized User Agreement.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Applicant**

## PART D - AUTHORIZED USER AGREEMENT

### TERMS AND CONDITIONS

#### IMPORTANT PLEASE READ CAREFULLY

This **Authorized User Agreement** along with all materials referenced herein ("Agreement") is a legal agreement between **YOU** (being designated in this Agreement as the "**Authorized User**") and **Toronto Real Estate Board**, a corporation incorporated pursuant to the laws of the Province of Ontario with offices at 1400 Don Mills Road, Don Mills, Ontario M3B 3N1 (hereinafter referred to as "**TREB**").

The Services, MLS Database and BRS Database to which this Agreement relates are owned and operated by or on behalf of TREB and made available to Authorized User only under the terms and conditions of this Agreement.

The Software and Documentation developed by or on behalf of TREB and owned by or licensed to TREB support the provision of the Services and access to the MLS Database and the BRS Database.

This Agreement combined with the TREB Requirements together with any amendments and updates that may be published by TREB or posted by it on the TREB Website from time to time collectively comprise the entire agreement between the Parties and supersede all prior agreements relating to the subject matter of this Agreement.

The rights granted to Authorized User under this Agreement are personal to the Authorized User.

Authorized User may not sell, assign, or otherwise transfer or agree to transfer all or any portion of those rights without the prior written consent of TREB, which consent may be withheld in the absolute discretion of TREB.

**AUTHORIZED USER MUST READ THIS AGREEMENT CAREFULLY BEFORE INDICATING ACCEPTANCE AT THE END BY CLICKING THE "I ACCEPT" BUTTON FOR ELECTRONIC ACCEPTANCE OR SIGNING THE PAPER VERSION IN THE SIGNING BLOCK INDICATED AT THE END OF THIS AGREEMENT. IF AUTHORIZED USER DOES NOT AGREE TO ANY OF THE TERMS OF THIS AGREEMENT, CLICK ON THE "I DO NOT ACCEPT" BUTTON AT THE END OF THIS AGREEMENT OR, IN THE CASE OF THE PAPER VERSION, RETURN THE UNSIGNED AGREEMENT TO TREB AND AUTHORIZED USER WILL NOT BE PERMITTED TO ACCESS AND USE THE SERVICES.**

**THE SERVICES, MLS DATABASE AND BRS DATABASE MAY CONTAIN LINKS TO THIRD PARTY WEBSITES. TREB DOES NOT ENDORSE THE CONTENT CONTAINED IN ANY THIRD PARTY WEBSITE. TREB DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY OF ANY KIND REGARDING ANY THIRD PARTY WEBSITE, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY REGARDING THE LEGALITY, ACCURACY, RELIABILITY, QUALITY, COMPLETENESS, TIMELINESS, NON INFRINGEMENT, SECURITY, OR SUITABILITY OF ANY CONTENT ON A THIRD PARTY WEBSITE OR WHETHER OR NOT ANY NECESSARY CONSENTS REQUIRED UNDER APPLICABLE PRIVACY LAWS FOR ANY ASPECT OF ANY THIRD PARTY WEBSITE HAVE BEEN PROPERLY OBTAINED. TREB DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT, GOODS OR SERVICES ON OR MADE AVAILABLE THROUGH ANY THIRD PARTY WEBSITES. NOR DOES TREB MAKE ANY REPRESENTATION, WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY THAT THE OPERATION OF ANY THIRD PARTY WEBSITE WILL BE UNINTERRUPTED, FREE OF ERROR, VIRUSES OR ANY OTHER HARMFUL COMPONENTS. THE CONTENT, GOODS AND/OR SERVICES AVAILABLE ON OR THROUGH ANY THIRD PARTY WEBSITE ARE NOT UNDER TREB CONTROL AND IF YOU CHOOSE TO ACCESS ANY THIRD PARTY WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.**

#### 4. DEFINITIONS:

In this Agreement:

- (a) "**Application**" means any TREB then-current properly completed "Application for Membership", "Data Access Application" or other form or written application or agreement provided by Authorized User to TREB in support of its requirement to access and use the Services and MLS Database under the provisions of this Agreement.
- (b) "**Authenticator**" means any handheld random password generator(s) that may be provided by TREB to YOU from time to time.
- (c) "**Authorized User**" means **YOU** as the party having agreed to be contractually bound to TREB under each and every one of the terms and conditions of this Agreement.
- (d) "**Acceptable Use Policy**" means TREB's established rules and prohibitions, as modified from time to time, that define acceptable use of the Services and MLS Database 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.
- (e) "**Agreement**" means this Authorized User Agreement and any amendments thereto. Unless otherwise stated, all references to a Section shall refer to a Section of this Authorized User Agreement.

- (f) **"BRS Database"** means the aggregation of all Content as well as its or their selections, assembly and arrangement, that from time to time comprise the Internet based service currently known as the Buyer Registry Service (BRS), and any successor or replacement service thereto owned and operated by or on behalf of TREB.
- (g) **"Business"** or **"business"** as referenced in Sections 5, 3(b), 7, and 8(c), means the business of trading in real estate as set out or otherwise utilized in the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be further amended from time to time.
- (h) **"Content"** means all information, comments, opinions, statements, advice, descriptions, services, offers, data, files, links, ideas, software, images, graphics, audio clips, video clips, icons, or any other form of content or information.
- (i) **"Copies"** means hard copy print outs and electronic versions of the reports, results, and other information or materials generated from Authorized User's access and use of the Services and MLS Database.
- (j) **"Documentation"** means the applicable online or hardcopy user documentation providing guidance and instruction for accessing and using the Services and MLS Database.
- (k) **"Intellectual Property"** means all applicable copyrights, patents, trademarks, trade secrets, and associated international laws, treaties, and conventions.
- (l) **"License"** means the restricted license rights granted by TREB to Authorized User under Section 5 and elsewhere in this Agreement.
- (m) **"Member"** means a fully paid-up member in good standing of TREB.
- (n) **"MLS Database"** means the aggregation of all Content as well as its or their selection, assembly, and arrangement, that from time to time comprises the Internet based service currently known as the Multiple Listing Service (MLS), and any successor or replacement service thereto owned and operated by or on behalf of TREB.
- (o) **"Party"** or **"Parties"** means if used in the singular, either Authorized User or TREB, and if used in the plural, both Authorized User and TREB.
- (p) **"PIPEDA"** and **"Personal Information"** shall have the meaning attributed to such term within the provisions of PART 1 of the *Personal Information and Electronic Documents Act of Canada* ("PIPEDA") and any successor legislation and any legislation of similar effect in the Province of Ontario.
- (q) **"Real Estate"** or **"real estate"**, as referenced in Sections 7 and 12 shall have the same meaning as set out or otherwise utilized in the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be further amended from time to time.
- (r) **"Services"** means TREB's proprietary Internet-based system and associated technology that provides web-enabled display, search, retrieval, and uploading capabilities through the TREB Website to its MLS Database and BRS Database and other related capabilities including, without limitation, customer information services.
- (s) **"Software"** means TREB's proprietary backbone software applications that enable TREB to provide TREB Website access to and use of the Services, MLS Database and BRS Database.
- (t) **"Support"** means any diagnosis of errors and corrections or workarounds, guidance to remedy a user problem, and any implementation by TREB of updates, adjustments, additions or modifications to the Services as TREB may prescribe from time to time.
- (u) **"Third Party Website"** means any site other than a TREB Website.
- (v) **"Trade in Real Estate"** or **"Trading in Real Estate"** shall have the same meaning as set out or otherwise utilized in the *Real Estate and Business Brokers Act* R.S.O. 1990, as amended under the *Real Estate and Business Brokers Act, 2002*, when proclaimed in force, and as may be further amended from time to time.
- (w) **"TREB Members"** means members of TREB in good standing from time to time in accordance with TREB's Bylaws.
- (x) **"TREB Requirements"** means any single or combination, as the case may be, of TREB's:
  - (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;

- (iii) **"Bylaws"** means the TREB By-Laws, as amended from time to time; and
- (iv) **"Standards"** means the document created from time to time by the Board of Directors of TREB, relating to the technology needed to access the MLS Database, the BRS Database and Software.
- (y) **"TREB Website"** means the following web address through which Authorized User's may obtain logon access to the Services, MLS Database and BRS Database through TREB issued Authenticator, "User ID" and **"Password"** and Authorized User controlled "Password" - **www.torontomls.net** and any other associated or linked sites operated by or on behalf of TREB.

**5. LICENSE GRANT:**

Subject to the terms of this Agreement, TREB grants authorized user a non-exclusive, non-transferable license, without right to sublicense, to access and use the Services, MLS Database and BRS Database in accordance with this Agreement and in compliance with all applicable TREB requirements ("License") solely for the purpose of and directly related to the Authorized User's ordinary carrying on of its business. Authorized User unconditionally agrees to access and use the Services, MLS Database and BRS Database only in the manner and for the purposes expressly specified in this Agreement and for the exclusive and internal use by Authorized User and by other Authorized Users that have a valid Authorized User Agreement in effect with TREB which has not been terminated or suspended. Any updates, modifications, enhancements to the Services, the underlying Software, Documentation, MLS Database or BRS Database made available to authorized user by TREB, shall be subject to all of the terms and conditions contained in this Agreement. TREB may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Services, MLS Database and BRS Database without notice to Authorized User or any liability to TREB or any third party; however, TREB agrees to make commercially reasonable efforts to provide Authorized User with prior posted notice by means of notice posted to Authorized Users. No part of this Agreement may be assigned or transferred in any manner without the prior written consent of TREB nor may the Authorized User rent, distribute, assign, sub-license or otherwise transfer any of the Authorized User's rights, duties or obligations under this Agreement without the prior written consent of TREB.

Authorized User shall maintain in confidence all provisions of this Agreement and shall not disclose any of same (including any of TREB's pricing) to any third party or parties.

**6. DOCUMENTATION AND COPIES:**

Under the License, Authorized User may

- (a) Use the Documentation in support of Authorized User's use of the Services, MLS Database and BRS Database; and
- (b) Make Copies solely for the purpose of Business.

**7. RESTRICTIONS ON USE:**

Authorized User acknowledges that the MLS Database and BRS Database as formatted by TREB have substantial monetary value, have a special value due to access only by TREB Members and Users authorized by TREB, and are considered the confidential property of TREB and that TREB retains ownership of all rights, title and interest to the Services, the Software, the MLS Database and the BRS Database. Except as expressly authorized in this Agreement, Authorized User shall not:

- (a) use either the MLS Database, the BRS Database or the Services in any manner not directly related to the business of real estate as defined in the *Real Estate and Business Brokers Act* R.S.O. 1990, as amended under the *Real Estate and Business Brokers Act, 2002*, when proclaimed in force, and as may be further amended from time to time;
- (b) use either the MLS Database, the BRS Database or the Services for the benefit of anyone except directly related to the real estate business as defined in the *Real Estate and Business Brokers Act* R.S.O. 1990, as amended under the *Real Estate and Business Brokers Act, 2002* when proclaimed in force, and as may be further amended from time to time;
- (c) circulate or copy either the MLS Database, the BRS Database or the Services in any manner except to authorized users who have a valid Authorized User Agreement which they have signed and delivered to TREB which agreement has not been terminated or is suspended, and except to persons or entities who desire or may desire to acquire or dispose of certain of their rights respecting real estate;
- (d) use, copy, reproduce or exploit either the MLS Database, the BRS Database or the Services for creating, maintaining or marketing, or aiding in the creation, maintenance or marketing, of any MLS Database or BRS Database which is competitive with the MLS Database or the BRS Database or which is contrary to the By-Laws, the MLS Rules and MLS Policies, or the *Real Estate and Business Brokers Act* R.S.O. 1990, as amended under the *Real Estate and Business Brokers Act, 2002* when proclaimed in force, and as may be further amended from time to time.

The provisions of this Section shall not apply to that part of the MLS Database, as formatted by TREB, which is publicly available without breach of any obligation by Authorized User hereunder; or is lawfully obtained by Authorized User from a third party who has a legal right to disclose it.

**8. CONTENT SUBMISSION AND LICENSE:**

All Content submitted by Authorized User to TREB for inclusion in the MLS Database or the BRS Database is accepted on the understanding that it is the right of the contributing Authorized User to make the submission and that there are no legal restrictions preventing its submission or publication online or in any other media that TREB may utilize. Authorized User agrees to grant TREB a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable and transferable right and license ("Content License") including all related Intellectual Property rights:

- (a) To use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, play, and exercise all rights with respect to Authorized User's Content contribution and to incorporate Authorized User's Content contribution in other works in any media now known or later developed as required and at TREB's discretion without further rights negotiation. If Authorized User does not want to grant to TREB the rights set out above, Authorized User agrees that it shall not submit its contribution to TREB; and
- (b) To fully exploit such Content and to allow others to do so.

Authorized User warrants, represents and agrees that it will not contribute any Content that is infringing, libelous, defamatory, obscene, pornographic, abusive, or offensive or otherwise violates any law or right of any third party. TREB reserves the right to remove any Content from the TREB Website at any time, for any reason including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if TREB is concerned that Authorized User may have breached the immediately preceding sentence.

**9. CHARGES:**

As a condition of the rights granted in this Agreement, Authorized User shall pay to TREB the charges as set forth and as amended by TREB from time to time. Payment of charges is due as set forth in the Bylaws and MLS Rules and Policies. If TREB does not receive payment when due, interest shall be charged in accordance with the Bylaws and MLS Rules and MLS Policies until such charges, together with all applicable interest, is received by TREB.

**10. INTELLECTUAL PROPERTY:**

- (a) The Services, MLS Database, BRS Database, Software and Documentation are proprietary and confidential to TREB, are protected by the Intellectual Property laws of Canada and international treaties and conventions, and shall remain the sole property of TREB. Notwithstanding anything in this Agreement to the contrary, TREB shall have sole and exclusive ownership of all right, title and interest in and to the Services and MLS Database, BRS Database, Software and Documentation including all derivative works and all modifications and enhancements thereof and derivative works 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 Authorized User of any right, title, or interest in or to Intellectual Property, all privileges pertaining thereto remaining the exclusive property of TREB (or in some cases, of its subcontractors).
- (b) Authorized User shall not obtain any rights in connection with any trade-marks or service marks of TREB. Authorized User shall not remove or alter any trade-mark, logo, copyright or other proprietary notices, legends, symbols or labels in the MLS Database Content, BRS Database Content or in the Documentation and shall ensure that the MLS Database Content, BRS Database Content, Copies and Documentation and each copy must contain all of the original proprietary notices.
- (c) Authorized User shall
  - (i) reproduce and display all Notices on Copies Authorized User makes, in accordance with this Agreement;
  - (ii) 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 Software, MLS Database and or the BRS Database;
  - (iii) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software, Services, MLS Database or the BRS Database appearing on any screens, documents, reports, numeric results or other materials obtained by Authorized User through use of the Software and Services ("Notices"); and
  - (iv) Not provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of the Software and/or Services.
- (d) Authorized User shall not, at any time or times, during or after the term of this Agreement question or dispute any of TREB's right, title, ownership, license, Intellectual Property, and/or other interests in the Software, the

Documentation, the Services, MLS Database or BRS Database nor commit any act or omission which negates, reduces, or impairs any of TREB's 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.

- (e) Authorized User shall promptly notify TREB if Authorized User becomes aware of any (i) error, bug, or security breach in the Services or Software; (ii) unauthorized use, reproduction, or distribution of Content, the MLS Database, the BRS Database, the Software or Documentation; and (iii) breach of the terms of this Agreement. Authorized User shall maintain all such information in confidence, shall only disclose the same to TREB, and shall not publicize, publicly distribute, or publicly display any such information.
- (f) Authorized User recognizes the validity of TREB's copyrights and trade secrets. Authorized User will cooperate in good faith to secure and preserve TREB's right and title to the copyrights and trade secrets for the Software and of all derivative works, as if said products were their own products. Authorized User acknowledges and agrees that the Software is, in all respects confidential information subject to the terms of this Subsection.
- (g) Authorized User agrees upon termination of this Agreement to continue to protect TREB's copyrights and trade secrets.

11. **CONFIDENTIAL INFORMATION:**

- (a) "**Confidential Information**" means all confidential and/or trade secret information, knowledge, and/or data of every kind disclosed by one party to this Agreement ("Disclosing Party") to the other party ("Recipient Party") pursuant hereto.
- (b) Confidential Information shall not include any information, knowledge, and/or data disclosed pursuant to this Agreement to the extent same: (i) is or hereinafter becomes part of the public domain through no wrongful act of the Recipient Party, or (ii) is known to the Recipient Party free of any obligation of confidentiality at the time of first disclosure hereunder; or (iii) is lawfully obtained by the Recipient Party from a third party without obligation of confidentiality, without breach of any obligation of confidentiality to the Disclosing Party, and without breach of this Agreement; or (iv) is disclosed pursuant to a court order provided that the Recipient Party provides a copy of such court order to the Disclosing Party prior to such disclosure and Recipient Party takes all reasonable steps, consistent with such order, to maintain the confidentiality of same.
- (c) Each Recipient Party shall: (i) receive and maintain all Confidential Information received hereunder in confidence; (ii) use Confidential Information received hereunder solely for the purposes of such Recipient Party lawfully exercising its rights and/or performing its obligations hereunder and for no other purpose whatsoever; (iii) use the same degree of care to protect Confidential Information received hereunder as such Recipient Party itself uses to protect its own confidential information from unauthorized use, copying, and/or disclosure which standard shall be no less than reasonable care; and (iv) disclose Confidential Information received hereunder only to those of its directors, officers, employees, who have a direct need to know same for the purpose stated above and who are bound by written confidentiality obligations at least as restrictive as those contained herein.
- (d) All ownership, license, Intellectual Property, moral, and other rights to Confidential Information disclosed hereunder shall remain with the Disclosing Party and/or with such Disclosing Party's licensors.
- (e) Each Recipient Party shall promptly cease all use of all Confidential Information received hereunder upon any termination or expiry of this Agreement and shall promptly return all such Confidential Information to the Disclosing Party by a secure means without delay.

12. **PRIVACY:**

- (a) **Compliance with Personal Information Protection and Electronic Documents Act.** Authorized User shall at all times comply with all applicable laws and regulations. Without limiting the generality of the foregoing, Authorized User shall ensure that all Personal Information that may be collected by or on behalf of Authorized User in connection with the MLS Database, the BRS Database and/or the Services will be collected, used, disclosed and maintained strictly in accordance with the requirements of all applicable privacy legislation including, without limitation, the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") of Canada and any successor of similar effect in the Province of Ontario as though that legislation were fully in force and fully applicable to the Authorized User.
- (b) **Currency of Information and Listings.** Subject to Section 9(a) above, Authorized User shall promptly, and in any event within 60 calendar days, destroy, erase or make anonymous Authorized User's records and file copies of all of Authorized User's customer and client personal information that is no longer required to fulfill the identified purpose. Authorized User will, upon request from TREB, provide a written certification attesting

to such destruction or erasure and will provide TREB with a copy of Authorized User's guidelines governing the destruction of personal information.

- (c) **Consent.** Authorized User consents to and authorizes TREB to collect, retain, use and disclose all information provided to TREB relating to the MLS Database, the BRS Database and the Services (including, in each case, personally identifiable information) for all purposes relating to the sale of real estate in Ontario and in the course of providing support for Members of TREB to carry on their real estate businesses in Ontario including, without limitation, collection, use and retention of Authorized Users' personally identifiable information for TREB's own administrative purposes, collection, retention, use and disclosure of Authorized Users' personally identifiable information in the form of a TREB membership roster that is compiled and disclosed to TREB's Members from time to time in paper and/or electronic formats and collection, retention and disclosure of all information submitted through the Services and in the form of listings to the MLS Database or information in the BRS Database including, without limitation, Authorized Users' name and relationship to particular real estate transactions, all financial particulars of such transactions and disclosure of such information to all users of the MLS Database or the BRS Database in any form whatsoever, and all calendar, contact or other information collected, used, disclosed or maintained as part of the authorized User's use of the Services. For purposes of this Section 12 (c) "personally identifiable information" shall include, but not be limited to, Authorized User's and its client's names, phone numbers, business and home addresses and employers.
- (d) **Cessation of Use. Subject to the provisions of this Agreement, Authorized User shall** cease all use of all Personal Information received pursuant to this Agreement upon any termination or expiry of this Agreement.

13. **CONDITIONS AND RESTRICTIONS ON USE:**

- (a) **Access.** TREB shall assign Passwords, as well as an Authenticator, to Authorized Users to enable Authorized Users to access the Services, MLS Database, BRS Database and Software. Authorized User agrees to be fully responsible for all activities that occur under Authorized User's Password or account and to not permit any person other than the Authorized User to access the Authorized User's Password or account or use the Authorized User's Authenticator. In the event Authorized User discovers unauthorized access to or use of Authorized User's account, Password, or Authenticator, Authorized User must notify TREB's Director of Member Services or Chief Information Officer immediately. TREB reserves the right from time to time to change the Passwords by notice to Authorized User, or to require Authorized User to change its Password or Authenticator. Authorized User must change its Password within one (1) day after notification of the requirement to change the Password in order to continue to be entitled to access the Data Base and Software.
- (b) **Technical Standards.** The Standards list the minimal computer and software configuration together with associated technological criteria to enable Authorized User to access, communicate with and use the Services, MLS Database, and BRS Database. Authorized User is 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 behalf of TREB, that allow Authorized User to access and use the Software and Services, and for all expenses relating thereto (plus any applicable taxes). Authorized User agrees to access and use the Software and Services in accordance with any and all operating instructions or procedures that may be issued by TREB, and amended by TREB from time to time.
- (c) **Performance.** Authorized User understands and agrees that the operation and availability of the systems used for accessing and interacting with the Software and Services, including, the public telephone, computer networks and the Internet or to transmit information, whether or not supplied by Authorized User or TREB, 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 Services. TREB shall not in any way be responsible for any such interference with or prevention of Authorized User's access and/or use of the Software and Services.
- (d) **Compliance with TREB Requirements** Authorized User must comply with all provisions in the TREB Requirements. In order to continuously improve and update the quality of the Services that it provides, TREB reserves the right to change or modify the TREB Requirements from time to time. Such changes shall become effective
  - (i) In the case of the Standards, six months; and
  - (ii) In the case of TREB's MLS Policies and MLS Rules, five days

after TREB has either, in writing, notified Authorized User of such change, which writing may consist of, among other things, publishing the document known as the "Notice Page" on the TREB Website or otherwise, or included notice of such change in the MLS Database and/or BRS Database. If Authorized User does not comply with the applicable TREB Requirements, or does not comply with a change to any such applicable TREB Requirements after a change becomes effective, Authorized User may not be able to access the Services, MLS Database or BRS Database and will furthermore be in breach of this Agreement. Changes to any of the Standards, TREB's MLS Policies, or TREB's MLS Rules shall be available for review at any time on reasonable notice during normal business hours at the offices of TREB. As well, any changes to the Standards shall be available electronically upon Authorized User accessing the MLS Database or BRS

Database. **Authorized User accepts complete responsibility to ensure that it has the most current version of the Standards, TREB's MLS Policies, and TREB's MLS Rules at all times.**

- (e) **Non-Interference.** Authorized User shall not attempt to access any systems, programs or data of TREB that is not licensed under this Agreement, or otherwise made available by TREB for public use;
- (f) **Suspension.** The License rights granted to Authorized User under Section 5 shall be suspended immediately upon the Authorized User's brokerage delivering to TREB, in TREB's then currently authorized form, a signed Notice of Transfer which Notice states or provides that Authorized User's license with the brokerage has been surrendered or terminated ("Suspension"). The License rights may be reinstated as if such Suspension had not occurred if at any time during or following such Suspension, the Board of Directors of TREB permits Authorized User a period of time to relocate with a new brokerage that is Member of TREB and that Broker of Record signs and delivers to TREB and in TREB's then currently authorized form, either
  - (i) A validly executed and current Guarantee and Indemnity (available as part of TREB's Application for Membership and Agreement form in support of Authorized User, or
  - (ii) A Notice of Transfer relating to the Authorized User.

14. **LIMITATION OF LIABILITY:**

- (a) **THE SERVICES, SOFTWARE, MLS DATABASE AND BRS DATABASE ARE PROVIDED "AS IS" 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. TREB MAKES NO WARRANTIES AND ASSUMES NO LIABILITY WHATSOEVER REGARDING THE TRUTH OR ACCURACY, CURRENCY, OR COMPLETENESS OF THE SERVICES, SOFTWARE, MLS DATABASE OR BRS DATABASE. AUTHORIZED USER AGREES THAT ANY USE OF THE MLS DATABASE, BRS DATABASE AND/OR SOFTWARE BY OR ON BEHALF OF AUTHORIZED USER OR ANY PERSON OR ENTITY WHO ACQUIRES THE RIGHT OF SUCH USE, DIRECTLY OR INDIRECTLY BY OR THROUGH AUTHORIZED USER, IS DONE AT AUTHORIZED USER'S SOLE RISK.**
- (b) Authorized User acknowledges that neither TREB nor its directors, officers, employees or agents will assume any responsibility with respect to the use, copying or in any manner relating to how Authorized User, any of their employees, agents or any other person uses or relates to the TREB Website, Services, Software, MLS Database, BRS Database or any Third Party Website or the results of any act or omission related thereto in any manner. TREB, its directors, officers, employees and agents, will not be liable to Authorized User or to Authorized User's clients or customers, any of their employees, agents or to any other party for 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, or out of or in connection with this Agreement and/or the supply, use, performance or non-performance of the MLS Database, the BRS Database, the Software or any Third Party Website or relating to the assistance provided by TREB, even if TREB or its employees or agents have been advised of the possibility of such damages, regardless of the form of action and whether or not such damages are foreseeable.
- (c) Authorized User shall indemnify, defend and save harmless TREB, its partners and its and their respective directors, officers, employees and agents 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) any and all negligent or reckless acts or omissions of Authorized User, or its partners, or its or their respective directors, officers, employees, representatives or agents, in the performance or purported performance of this Agreement; (ii) breach of this Agreement except directly by TREB; or (iii) breach of any Intellectual Property, moral or property rights related to the TREB Website, the Services, Software, MLS Database, BRS Database or any Third Party Website by Authorized User, or its partners, or its or their respective directors, officers, employees, representatives or agents, or any person or entity who gained access to the MLS Database by or through Authorized User, directly or indirectly.
- (d) Authorized User agrees to defend, indemnify and hold TREB as well as each of the directors, officers, agents, and employees of TREB harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonably lawyers' fees and court costs) arising or resulting from Authorized User's breach of any term of this Agreement or caused by acts or omissions performed by Authorized User or under Authorized User's Password or any password issued by Authorized User to Licensed Authorized Users or shared by either of them with others.
- (e) Authorized User shall indemnify, hold harmless and, at the request of TREB, defend TREB, its affiliates and its and their respective officers, directors and employees 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 TREB or its contractors with any orders or directions given against or to it or its affiliates by any privacy commissioner, tribunal, person or court, arising from any breach by Authorized User of any of its obligations as set out in Section 12.

15. **TERMINATION:**

- (a) In the event Authorized User is in breach of:
  - (i) this Agreement;
  - (ii) its payment obligations as set forth in Section 9 and any provision contained in the By-Laws, TREB Requirements or the Real Estate and Business Brokers Act R.S.O. 1990, as amended under the Real Estate and Business Brokers Act, 2002 when proclaimed in force, and as may be further amended from time to time;

and, with respect to Section 15 (a)(i), if such breach is not cured within two weeks after notice from TREB, or with respect to Section 15 (a)(ii), if such breach is not cured immediately, then TREB has the right to invoke any or all of the rights contained in the TREB Requirements and Authorized User shall comply with the procedures and obligations as contained in the TREB Requirements.

- (b) Authorized User may terminate this Agreement at any time, provided it gives TREB prior written notice, and provided that it complies with the termination procedures and obligations as set forth in the TREB Requirements.
- (c) In the event TREB decides, at any time, not to continue to offer, maintain or develop the MLS Database and/or BRS Database to meet the TREB Requirements and Standards, TREB may terminate this Agreement provided it gives Authorized User six months prior written notice and Authorized User shall comply with the termination procedures and obligations as contained in the TREB Requirements.
- (d) If at any time after the time period permitted by TREB to permit Authorized User time to relocate with a new brokerage, there is not in existence a validly executed and current Guarantee and Indemnity relating to the Authorized User, in TREB's form which is available as part of TREB's Application for Membership and Agreement form, or a Notice of Transfer relating to the Authorized User in the then current form as authorized by TREB from time to time, which is executed by any type of Broker of Record who is a Member of TREB, then TREB may at any time thereafter terminate this Agreement by notice to Authorized User.

16. **INJUNCTIVE RELIEF.**

Authorized User acknowledges that a violation of Sections 7, 10, 11, 12, and 13 of this Agreement would cause irreparable harm to TREB for which no adequate remedy at law exists and Authorized User therefore agrees that, in addition to any other remedies available, TREB shall be entitled to seek injunctive relief and to recover all costs and expenses, including reasonable lawyer's fees incurred because of any such legal action to enforce the terms of Sections 7, 10, 11, 12, and 13.

17. **NOTICES**

- (a) Any notice, direction or other instrument required or permitted to be given to a Party shall be in writing and shall be sufficiently given if delivered personally, mailed by prepaid registered mail, or transmitted by fax or other form of recorded communication to the Party as follows:
  - (i) in the case of TREB, at 1400 Don Mills Road, Toronto, Ontario M3B 3N1  
Attention: President
  - (ii) in the case of Authorized User, at the Authorized User's business address as identified in the Application last filed by Authorized User with TREB, and to be addressed to the Attention of the Authorized User with a copy to the Attention of the Authorized User's Broker of Record/Manager (as applicable) at the business address as last filed by such Broker of Record/Manager with TREB.
- (b) Either Party may change its address for service from time to time by notice given to the other Party in accordance with the foregoing.
- (c) Provided that either Party may, at such Party's option, elect to provide electronic legal notices regarding this Agreement to the other Party at the email address identified in the acceptance or signature block of this Agreement. It shall be the responsibility of the recipient Party to provide prompt notice to the other Party of any changes in email addresses.

18. **ELECTRONIC ACCEPTANCE.**

- (a) By clicking "I accept" or signing this Agreement where indicated below, Authorized User agrees and consents to (i) contract electronically with TREB for the Software and Services in accordance with this Agreement; (ii) receipt of electronic legal notices regarding this Agreement to the email account Authorized User provided under Section 17 (c) or upon accessing the Services; and (iii) that by clicking "I Accept", Authorized User intends to be bound by this Agreement.

- (b) **Copy of Agreement.** For electronic acceptance: In order to access, download, and print this Agreement, Authorized User should click on the link for the .PDF file version of this Agreement. For Signature Acceptance of this Agreement: Authorized User acknowledges having received a copy of this Agreement. Changes to these hardware and software requirements, if any, will be e-mailed to Authorized User. Authorized User may also request to receive a copy of this Agreement by Canada Post mail free of charge by giving notice to TREB of such request within 45 days after entering into this Agreement.

19. **MISCELLANEOUS.**

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement by which the relationship between TREB and Authorized User will be governed. There are no oral agreements, arrangements, representations or understandings between the Parties and this Agreement may not be amended or modified except by an instrument in writing duly signed by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and cancels and supersedes any and 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.
- (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.** Authorized User consents 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 agrees 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 17.
- (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.** TREB may amend, add or remove portions of this Agreement at any time and from time to time without notice to Authorized User and the then current version shall be posted at the TREB Website. Upon the posting of such version as aforesaid and Authorized User's use of the Software, MLS Database or BRS Database thereafter, this Agreement shall be deemed to be so amended without further acknowledgement of Authorized User.
- (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.** TREB will not be responsible for any failure to perform due to causes beyond its 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.** The rights granted to Authorized User under this Agreement are personal in character. Neither this Agreement nor any rights granted hereby may be assigned by Authorized User voluntarily or by operation of law without TREB's prior written consent and any such attempted assignment shall be null and void. For purposes of this Agreement, "assignment" shall be deemed to include the transfer of all or substantially all of the assets of, or a majority interest in Authorized User or the

voting stock of Authorized User, or the merger of Authorized User with one or more entities. This Agreement shall inure to the benefit of and be binding upon any successor or assign of TREB.

- (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.

**ACCEPTED AND AGREED TO BY THE UNDERSIGNED**

**DATED this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_.

**Applicant's Name: (please print)** \_\_\_\_\_

**Applicant's Signature:** \_\_\_\_\_

**PART E - CHARGES AND PAYMENT INFORMATION**

<b>Please Print</b>	
<b>Member's Name</b>	
<b>Membership Number</b>	
<b>Invoice Number</b>	

**Please debit the amount from my credit card as follows:**

**Please select credit card:**       MasterCard       Visa       Amex

<b>Please Print Name of Cardholder (if different from above)</b>

<b>Card Holder</b>															

**Expiry Date:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
of Cardholder

**PLEASE SUBMIT:**  
BY FAX to (416) 446-6414  
**OR**  
BY DROP to TREB Offices  
Attention: Membership Department

**PART F – INSURANCE**

**BENEFICIARY FORM**

**PROCESSING INSTRUCTIONS**

Please mail the **original** completed Beneficiary Form to:  
**TREB Member Insurance**  
**1 City Centre Drive, Suite 716**  
**Mississauga, Ontario L5B 1M2**

**TORONTO REAL ESTATE BOARD  
MEMBERSHIP INSURANCE PROGRAM**

**GENERAL INFORMATION**

Member's Last Name	Member's First Names(s)	TREB Member Number
Date of Birth Month      Day      Year		Sex → Male      → Female
Home Address		Home Telephone Number
Street No.	Street Name      Apt. No.	(      ) Area Code
City	Province      Postal Code	E-Mail Address

**BENEFICIARY DESIGNATION**

<b>NAME OF BENEFICIARY</b> (Show the beneficiary's name in full.) If more than one beneficiary is named, indicate the percentage for each beneficiary. _____ _____	<b>RELATIONSHIP TO INSURED MEMBER</b> (If Beneficiary is a minor, under age 18, a trustee must be appointed below) _____ _____
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Unless otherwise stipulated and unless prohibited by law, the designation of any beneficiary is revocable. The designation above will supersede any prior beneficiary designation

→ <b>TRUSTEE FOR CHILD(REN)</b> Full Name of Trustee	<b>RELATIONSHIP TO INSURED MEMBER</b>
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**MEMBER'S DECLARATION AND AUTHORIZATION**

I hereby revoke all former beneficiary appointments under the TREB Insurance Program and do hereby declare that such proceeds be payable to the beneficiary(ies) declared above. I reserve the right to change this designation of beneficiary.  
 I declare that the information in this application is true and complete to the best of my knowledge. In the event that I have provided my social insurance number (SIN), I authorize the use of my SIN for the purpose of identification, tax reporting, and the administration of my member benefits. I understand that Maritime Life, its affiliates, subsidiaries, their employees and service providers are subject to strict standards and policies to ensure that my personal information is secure and remains confidential. I understand that Maritime Life does not sell, lease, or trade personal information and that any personal information collected by Maritime Life will be kept strictly confidential and is to be used by authorized individuals only. Authorized individuals include employees, agents, or representatives of Maritime Life in the performance of their job, persons permitted by law to use my personal information. I understand that I have the right to request and receive a copy of my personal information maintained by Maritime Life at any time.  
 A reproduction of this consent is as valid as the original.

X \_\_\_\_\_ (Signature Of Insured Member)      \_\_\_\_\_ (Date)