



BROKER AUTHORIZATION

Broker Name: _____

Brokerage Name: _____

Brokerage Address: _____

Phone: _____

Email: _____

I, the Broker for the above noted Brokerage, propose the below-named Associate for membership in the Lethbridge and District Association of REALTORS® and attest:

1. I have registered the Applicant with RECA as of: _____
(A copy of the Registration Certificate must be attached)
2. I have reviewed the Bylaws, Rules and Regulations of the Lethbridge and District Association of REALTORS® and REALTORS® Code of Ethics and Standards of Business Practice with the Applicant and am satisfied that he/she thoroughly understands their contents.
3. The Applicant has or will complete the mandatory Board Orientation and Computer Training Course.
4. The Applicant has been continuously employed by me as a real estate Associate since _____
Date of Commencement of Employment: _____
5. The Applicant understands that no portion of the membership fee is refundable once the application is accepted by the association.
6. Upon termination of the Member, (unless transferring to another brokerage), it is the responsibility of the brokerage to ensure the return of the Members' Supra key to the board. It is understood that the brokerage will be billed monthly for the key until returned or if declared lost, the brokerage will be billed the cost of the key.

Signature of Broker

Date



Applicant Information:

Associate

RECA License must be provided before application will be processed.

Name of Applicant: _____ DOB: _____

Complete Home Address of Applicant: _____

Cell: _____ Office: _____ Fax: _____

Which phone number would you like to appear as your primary Matrix phone number?

Email: _____ Website: _____

Language: _____ Designations (I.e. Accredited Buyer's Representative): _____

1. Are you CURRENTLY member of another real estate association in Alberta? Yes No

If Yes, what board(s) are you a member of: _____

If Yes, will you be paying your AREA and CREA dues to this board? Yes No

2. Have you PREVIOUSLY been a member of a Real Estate Association in Alberta? Yes No

If yes, were ever suspended, terminated or did you leave that Association in good standing (no outstanding accounts or outstanding complaints against you)? Please advise below.

3. Has your Real Estate license been suspended or revoked in Alberta or any other Province? Yes No

If yes, provide details: _____

MATRIX PILLAR 9 INFORMATION (see License Agreement attached)

Once your Application is processed, to Access the MLS® system – (your Matrix User ID will be “LD, then first 5 letters of last name, then first 2 letters of first name”). The Temporary Password will be Pillar9!

Matrix User ID: LD _ _ _ _ _

MANDATORY ORIENTATION UNDER BOARD BY-LAWS: I understand that I must attend a mandatory Orientation Course (within three months) unless previously an associate member of this board (within the last two years). Non-attendance may result in loss of access to Board amenities by the Board of Directors in Accordance with the Board’s By-laws.

LDAR’s Orientation is held monthly | Pillar 9 Orientation is noted on their website at www.pillarnine.com (You must register and complete these orientations within 90 days)



CODE AND STANDARDS OF BUSINESS PRACTICE LETHBRIDGE AND DISTRICT ASSOCIATION OF REALTORS®

1. In consideration of the Lethbridge and District Association of REALTORS® Code and Standards of Business Practice as they may be established or amended from time to time.
 - a. To observe the Bylaw, Rules and Regulations, the REALTOR® Code of Standards of Business Practice as they may be established or amended from time to time.
 - b. That in the event of a dispute between the applicant and one or more members of the Association regarding a dismission or an ethical complaint, the applicant shall initially try to settle the dispute favorably with the other member or members. If they are unable to do so, then the member who is the complainant should refer the dispute to the Provincial Administrative Justice Program facilitated by AREA on behalf of all the provincial Boards.
 - c. To abide by the findings of the Provincial Administrative Justice Program and not to have recourse to any other tribunal.
 - d. To pay any costs, fees, or fines with respect to Hearing proceedings that may be directed by the Provincial Administrative Justice Program to pay and subject to AREA Bylaws.
 - e. That the Directors may suspend or expel me from membership in the Association or the Directors and/or the Administrative Justice Program may make a monetary assessment against me or otherwise discipline me in accordance with the Bylaw, Rules & Regulations of the Association if they decide I have violated any provisions of the Bylaw, Rules & Regulations, or the REALTOR® Code and Standards of Business Practice.
 - f. That I hereby waive, release and forever discharge the Lethbridge and District Association of REALTORS®, its Directors, officers, servants and associates from all claims, suits, actions, cause of action and demands of whatsoever nature arising directly or indirectly as a result of my application for membership or from my membership in the Association or from any arbitration or disciplinary proceedings which may be taken, or purported to be taken by the association pursuant to the Bylaw of the Association which may affect me or my business, or in connection with any other act done by or on behalf or relating to the business of the Association.

2. I hereby acknowledge that I understand that no portion of my membership fee is refundable should I be accepted as a member of the Association.

Applicant Signature:

Witness:



PERSONAL INFORMATION STATEMENT FOR MEMBERS

Lethbridge and District Association of REALTORS® 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® in the municipality, including the administration of its bylaws and policies and ensuring compliance with same
- Providing products and services to members
- Providing continuing education to members and providing information 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 facilitation membership in the Alberta Real Estate Association and the Canadian Real Estate Association, including ensuring compliance with the bylaws, 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 the Board's mandate, including the provision of services, products and information to members by the Board or any organization authorized by the Board and only in a manner consistent with this statement.

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

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

PRIVACY CONSENT FORM

Lethbridge and District Association of REALTORS® only collects personal information:

1. About member REALTORS® necessary to process membership, collect dues, operate the MLS® system, enforce its bylaws and generally effectively administer the board.
2. About buyers, sellers and properties provided by member REALTORS® in the course of operation of an MLS® system.
3. The Board shares member information necessary to process membership, collect dues and operate the MLS® system with the following partner organizations:
 - a. Alberta Real Estate Association (AREA)
 - b. Canadian Real Estate association (CREA)
 - c. BOARD MLS® System
4. The Board and these organizations may include the information in membership directories either in hard copy or on their websites. The Board may also use the data to provide you with the following:



- a. Notification of meetings
 - b. Distribution of newsletters for flyers
 - c. Distribution of statistics
 - d. Events schedules
 - e. Continuing education course schedules and information
 - f. Other information of interest
5. The Board will allow other companies whose services may be of interest to our members to use the names listed on our membership directory. If you are not interested in receiving this information either from the Board or other companies, indicate your preference below:

Board Services	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Other Company Services	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

I acknowledge and agree that the submission of this membership application constitutes my consent to the collection, use and disclosure by the Lethbridge and District Association of REALTORS® of the information submitted in this membership application and any other personal information about me collected by the Lethbridge and District Association of REALTORS® during the course of my membership.

I understand that the collection, use and limited disclosure of any personal information will only be for the purposes of fulfilling the Board’s mandate, including the provision of services, products and information to me by the Board or any organization authorized by the Board, and only in a manner consistent with the Board’s Personal Information Statement, a copy of which has been provided or otherwise made available to me.

Subject to the applicable laws and specific exemptions to protect the privacy of third parties, I understand that I may access my personal information held by the Board and may submit comments on or corrections to such information for inclusion with my personal information.

Applicant Signature: _____ **Date:** _____



Matrix™

SUBSCRIBERS AGREEMENT

In order to access Matrix, you will have had to accept the following subscriber Agreement during the registration process. This is for informational purposes only.

PLEASE READ THIS LICENSE AGREEMENT AND OUR PRIVACY POLICY (THE "AGREEMENT") CAREFULLY BEFORE YOU LOG ONTO AND/OR ACCESS THE MATRIX SYSTEM. THIS AGREEMENT EXPLAINS CORELOGIC SOLUTIONS, LLC'S ("CORELOGIC") OBLIGATIONS TO YOU, YOUR OBLIGATIONS TO CORELOGIC, THE TERMS AND CONDITIONS FOR YOUR USE OF THE MATRIX SYSTEM AND WILL CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND CORELOGIC. BY CLICKING ON THE "I ACCEPT" BUTTON, OR BY LOGGING ONTO OR ACCESSING THE MATRIX SYSTEM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, YOU SHOULD CLICK ON THE "I DECLINE" BUTTON AND YOU MAY NOT LOG ONTO OR ACCESS THE MATRIX SYSTEM.

MATRIX SYSTEM LICENSE AGREEMENT AND PRIVACY POLICY

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE MATRIX SYSTEM BETWEEN YOU AND CORELOGIC AND SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING. THIS AGREEMENT APPLIES TO THE MATRIX SYSTEM AND ANY AND ALL MATRIX SYSTEM MODIFICATIONS, UPGRADES OR IMPROVEMENTS FURNISHED TO YOU BY CORELOGIC.

1.0. PURPOSE.

You are a member or subscriber of a multiple listing service entity ("MLS Entity") that provides you with certain services and access to, among other things, real estate listing data. CoreLogic and the MLS Entity have entered into an agreement under which CoreLogic licenses to your MLS Entity the Matrix real estate database management information system ("Matrix System") that contains real estate listing data and images ("MLS Data"), proprietary software of CoreLogic and its licensors ("Matrix") and may contain your personal customer contact information ("Personal Data"), information derived from MLS Data (e.g. market statistics, listing history/property archive reports) logos, graphic images and other data representing public records/tax-related information (collectively "System Information"). Your MLS Entity sublicenses the Matrix System to its members. This agreement grants you a license to use the Matrix System and to access various stored data elements subject to the terms described herein.

2.0. RIGHT TO ACCESS THE MATRIX SYSTEM.LOGON.

Matrix System access is permitted via a valid MLS logon (as supplied by MLS Entity). CoreLogic will collect, through your MLS Entity, information including, but not limited to, name, email address and logon ID.

3.0. LICENSE GRANT AND RESTRICTIONS.

3.1. License. Subject to the terms and conditions of this Agreement and your participation in the MLS Entity, CoreLogic grants to you, and you accept, a nonexclusive, non-transferable, revocable license to access the Matrix System and any documentation only as authorized in this Agreement for purposes of selling real estate. This license does not include any right to source code for the Matrix System.



3.2. Restrictions. Except as expressly set forth in this Agreement, you may not (a) copy, decompile, reverse engineer, or otherwise translate the Matrix System;(b) disable any license or control features of the Matrix System; (c) license, sublicense, rent, or sell the Matrix System (or any portion thereof), or (d) use the Matrix System in any way which would violate any federal, state, provincial local law, ordinance, judicial ruling or administrative rule or regulation. Under no circumstances shall you make available for access or otherwise transfer directly or indirectly to a third party, in whole or in part, the Matrix System or the associated documentation, without CoreLogic's prior written consent.

3.3. Limitations on Use; MLS Entity Agreement. You acknowledge and agree that the MLS Entity must have granted you the right, at all times, to access the Matrix System in order to retain the license granted for the Matrix System to you by CoreLogic under this Agreement. You warrant that you currently have such rights from the MLS Entity and that you are a member or subscriber in good standing with said MLS Entity. You agree to be bound by the terms of this Agreement as well as any changes, amendments, or successor agreements hereto.

3.4. Operational Requirements. You are responsible, at your sole cost and expense, for complying with Matrix System minimum operational requirements, including any updates and upgrades. These minimum operational requirements are set forth on the CoreLogic website. These minimum operational requirements can be modified from time to time by CoreLogic and the modifications will appear on the website.

3.5. Use to Export Third Party Data. The Matrix System may give you the capability to export, copy, compile, print or report certain System Information. Neither this Agreement nor the presence of any features implicitly or explicitly grants you any rights to use such System Information in any way other than permitted by the owner of such System Information. The Matrix System access alone does not grant you any right to re-commercialize data, in whole or in part, by selling, licensing, renting, distributing or otherwise transferring rights in the System Information to any other party for any purpose whatsoever.

4.0. CORELOGIC PROPRIETARY RIGHTS.

You acknowledge and agree that the Matrix System (and any modifications, upgrades or improvements) and associated documentation (and any revisions) are proprietary products of CoreLogic protected under U.S. copyright law. You further acknowledge and agree that all right, title, and interest in and to the Matrix System and associated documentation (including modifications, upgrades or improvements) as well as associated intellectual property rights, are and shall remain with CoreLogic. This Agreement does not convey to you an interest in or to the Matrix System, but only a limited right of use terminable in accord with the terms of this Agreement.

5.0 TERM; TERMINATION.

5.1. Term. The term of the license granted herein shall be concurrent with the term of this Agreement and the term of the agreement between CoreLogic and the MLS Entity. Subject to the conditions herein, the term of this Agreement shall commence on the date of your first logging onto the Matrix System and/or otherwise accessing the Matrix System and shall extend until terminated by you, CoreLogic or the MLS Entity.

5.2. Termination. This Agreement shall terminate upon the occurrence of any of the following: (1) you fail to comply with the terms of this Agreement; (2) you lack access rights to the Matrix System described in Section 1 and Subsection 3.3; (3) you are no longer a member in good standing of the MLS Entity; (4) the MLS Entity has



requested that CoreLogic discontinue your access; or (5) the agreement between the MLS Entity and CoreLogic terminates.

6.0. LIMITED WARRANTY; REMEDY; DISCLAIMER.

6.1. Warranty and Remedy - The Matrix System. For your benefit alone, CoreLogic warrants for the term of this Agreement that the Matrix System will perform substantially in accordance with the end-user documentation that is available online on the Matrix System. The foregoing warranty does not cover damage or failure caused by improper use or neglect, your failure to comply with the minimum operational requirements for the Matrix System, any software delivered under this Agreement, or your modification or use of the Matrix System and any software delivered under this Agreement contrary to the terms of this Agreement or the documentation. Provided further, CoreLogic does not warrant the (i) speed of access to data via the Internet or via communication lines over which CoreLogic has no direct or immediate control; (ii) the Matrix System or any software delivered under this Agreement if you do not maintain the minimum operational requirements; or (iii) any functionality that is available through links to third party sites. Your sole and exclusive remedy for breach of the foregoing warranty shall be either repair or replacement as CoreLogic may elect.

6.2. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE, THE MATRIX SYSTEM, THE SOFTWARE AND ANY RELATED DOCUMENTATION ARE LICENSED "AS IS" AND CORELOGIC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.0. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL CORELOGIC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA (EVEN SHOULD CIRCUMSTANCES RENDER ANY OR ALL OF THE REMEDIES SET FORTH IN THIS AGREEMENT TO FAIL OF ITS/THEIR ESSENTIAL PURPOSE AND EVEN IF CORELOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). ANY CLAIM AGAINST CORELOGIC SHALL BE LIMITED TO THE AMOUNT PAID ON YOUR BEHALF BY THE MLS ENTITY TO CORELOGIC, IF ANY, DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR USE OF MATRIX.

8.0 INDEMNIFICATION.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS CORELOGIC, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES AND AGENTS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGE AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR YOUR NEGLIGENT, IMPROPER OR ILLEGAL USE OF THE MATRIX SYSTEM OR SYSTEM INFORMATION.

9.0. GOVERNING LAW; FORUM SELECTION; STATUTE OF LIMITATIONS; WAIVER OF JURY TRIAL. The interpretation and construction of this Agreement shall be governed by the laws of the State of California. You consent to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Central District of California, Orange County Division and the Superior and Municipal Courts of the State of California located in Orange County with respect to all disputes and causes of action arising out of or related to this Agreement, your use of the Matrix System, System Information or other claims/causes of action by you against CoreLogic. Any cause of action you may have with respect to this Agreement or by virtue of your use of the Matrix System, or System Information must be commenced within one year after the claim or cause of action arises or



such claim or cause of action is barred. CORELOGIC AND YOU WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH REGARD TO ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, THE MATRIX SYSTEM, SYSTEM INFORMATION OR SERVICE PROVIDED BY CORELOGIC.

10.0. SEVERABILITY. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the invalid provision is declared to be severable and the validity and enforceability of the remaining provisions and the applications thereof shall not be affected thereby. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of this Agreement.

11.0. NO WAIVER. Failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

12.0. U.S. GOVERNMENT RESTRICTED RIGHTS. Any software and related documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph 9(c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs c(1) and (2) of the Commercial Computer Software - Restricted Rights 48 C.F.R. 52.227-19, as applicable.

13.0. TRADEMARK. Matrix is a registered trademark of CoreLogic. No right, license or interest to such trademark is granted hereunder and you agree that no such right, license or interest shall be asserted by you with respect to such trademark.

14.0. THIRD PARTIES. This Agreement is not intended, and shall not be construed to be, for the benefit of any third party.

15.0. ASSIGNMENT. You may not transfer, sell or assign any rights or obligations in or to the Matrix System or this Agreement to anyone else and any attempt to do so shall be void.

16.0. MODIFICATION OF THIS AGREEMENT. CoreLogic reserves the right to change the terms, conditions and notices under which the Matrix System is offered. You are responsible for regularly reviewing these terms and conditions. Continued use of the Matrix System after any such changes shall constitute your consent to such changes and your agreement to be bound by them.

17.0. RESERVED RIGHTS. All rights not expressly granted herein are reserved to CoreLogic.

PRIVACY POLICY

It is very important to CoreLogic that you are able to retain your privacy while you take advantage of all the Internet has to offer. For this reason, CoreLogic will operate by the following principles. By licensing Matrix, you are accepting the practices described in this Privacy Policy.

1. NOTICE OF INFORMATION (INCLUDING PERSONAL INFORMATION) COLLECTED. We will collect certain Personal Information, including your name, company name, street address, phone numbers, email addresses and MLS membership number, MLS login identification and password if you are a user of CoreLogic's online MLS service.



2. INFORMATION SHARING AND CONSENT. CoreLogic uses information that you provide to improve the operations of its site, to statistically analyze site usage, to improve content and product offerings and to customize the site's content and layout. Notwithstanding anything to the contrary in this Privacy Policy, CoreLogic does not sell or otherwise share any information you provide to us with any third parties.

Our site may contain links to other sites not affiliated with CoreLogic. These sites have their own policies and practices regarding online privacy and CoreLogic cannot be responsible for the privacy practices or the content of these websites. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

3. SECURE DATA STORAGE AND TRANSFERS. CoreLogic has built security features (e.g. access controls, encryption, etc.) that provide protection for information transmitted to and from this website. You accept and understand that it is not possible to ensure unconditional security and confidentiality from unauthorized third parties when transmitting information across the Internet which is a public network. You accept the possible risk of disclosure of information during transmission between CoreLogic and you, or while residing in your personal computer and/or network and hereby waive any rights that you might have against CoreLogic arising from disclosure. You also agree to hold CoreLogic harmless against any claims for damage suffered as a result of such disclosure.

4. USE OF COOKIES. A cookie is a very small text file that a website saves to your computer's hard disk to store information that you provide about yourself or to store your preferences. CoreLogic may use cookies to tailor your experience at the site, show you content of interest to you, display the content according to your preferences and maintain information about your activity on the site. This information may be shared on an aggregate basis. Sites linked to or embedded within Matrix may use their own cookies. This privacy policy does not address how these companies use their cookies. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

5. UPHOLDING OUR LEGAL RESPONSIBILITIES. CoreLogic will disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on CoreLogic or the site; (b) protect and defend the rights or property of CoreLogic, or affiliated websites; and, (c) act under exigent circumstances to protect the personal safety of users of Matrix users and/or the public.

6. APPLICABILITY OF OUR LICENSING AGREEMENT. Any dispute over privacy is subject to this notice and our End-User Agreement, including limitations on damages and applicability of the laws of the State of California. Use of information that we gather now is subject to the Privacy Policy in effect at the time we use the information. We suggest that you check our website frequently to see recent changes.

7. GOOGLE MAPS TERMS, PRIVACY POLICY, LEGAL NOTICES, AND ACCEPTABLE USE POLICY. By entering into this Agreement, you hereby accept and agree to be bound by the Google Maps Terms (http://maps.google.com/help/terms_maps.html or other URL as may be provided by Google), Privacy Policy (<http://www.google.com/privacy/privacy-policy.html> or other URL as may be provided by Google), Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html or other URL as may be provided by Google), and Acceptable Use Policy (http://www.google.com/work/earthmaps/legal/us/maps_AUP.html or other URL as may be provided by Google).



MLS Entity Disclosures

(1) Ownership and Copyright:

(a) ALBERTA ONE REALTY LISTING SERVICES INC. ® is the owner of the copyright in its MLS® database. The MLS® database is a licensed product for the exclusive use of Members and other authorized users and any use of this data for any unauthorized purpose is prohibited. The right to use, reproduce or download the data is subject to the authority of ALBERTA ONE REALTY LISTING SERVICES INC. ® and is limited to the specific uses permitted by ALBERTA ONE REALTY LISTING SERVICES INC. ®.

(b) Members shall comply with, observe, and be bound by all restrictions, copyright notices or other limitations of access to the MLS® database and use thereof as may be adopted by the Directors from time to time.

(c) A member, in submitting Listing information to ALBERTA ONE REALTY LISTING SERVICES INC. ®, consents to such use of that information as ALBERTA ONE REALTY LISTING SERVICES INC. ® determines.

(d) The Member shall advise and obtain the Principal's consent that:

(i) All information concerning the Agency Agreement, the properties affected thereby and the transactions thereunder shall be made available not only to all other Members but also any third party authorized users with whom ALBERTA ONE REALTY LISTING SERVICES INC. ® has a contract and their Principals;

(ii) ALBERTA ONE REALTY LISTING SERVICES INC. ® may, at its option, advertise in any medium, including the Internet, any properties listed on the MLS® database;

(iii) ALBERTA ONE REALTY LISTING SERVICES INC. ® may retain and distribute the listing information indefinitely and may compile and publish any statistical analysis, including historical MLS® data, on such information.

e) ALBERTA ONE REALTY LISTING SERVICES INC. ® shall not be responsible for any indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the MLS® database including, but not limited to, computer failure or interruption, or negligence.

(f) The Directors may from time to time establish fees for use of the MLS® information.

(2) Authorized Use

The information contained on the MLS® database is confidential and shall not be distributed to unauthorized persons or used in any unauthorized manner.

“Authorized Use” means:

(a) the extraction of data from the MLS® database by licensed members of ALBERTA ONE REALTY LISTING SERVICES INC. ® in good standing necessary to assist them in representing their Principals or specific identified customers in the trade of real property.

(b) the ability of members of ALBERTA ONE REALTY LISTING SERVICES INC. ® in good standing to remove reference to the Listing Broker and Listing Associate when representing specific clients or specific identified customers in the trade of real estate.



(c) any specific use authorized in writing by ALBERTA ONE REALTY LISTING SERVICES INC. ®.

(3) Penalties

(a) The unauthorized distribution of MLS® information, including downloaded MLS® data or confidential data, by any Member, may result in a fine of up to \$30,000.00, and the Member shall be subject to a disciplinary Hearing.

(b) A reward of up to \$2,000.00 shall be paid for any information leading to conclusive evidence that MLS® information or data has been distributed to anyone other than a client directly involved in the trade or potential trade in real estate.

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Matrix™



ACTIVEKEY AND EKEY BASIC SOFTWARE SUB-LEASE/LICENSE AGREEMENT

Keyholder Name: _____ and LDAR agree as follows:

1. LEASE AND LICENSE

- a. **ActiveKEY.** If selected, Organization leases to Keyholder, and Keyholder leases from Organization, the ActiveKEY (the "ActiveKEY") (which may be new or refurbished). The equipment and software incorporated in the ActiveKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property-showing data.
- b. **eKEY Basic Software.** If selected, Organization grants to Keyholder, a limited non-exclusive, non-transferable, revocable sub-license for the Term to use the eKEY Basic Software (the "eKEY"). The eKEY enables Keyholder to obtain a current update code; open and perform other iBox functions; and upload property showing data. The eKEY is used with certain electronic devices ("Devices") approved by UTCFSC. UTCFSC may approve additional Devices during the term of the Agreement but does not provide any warranty of the performance of such Devices.
- c. **iBox BT LE.** If applicable, Organization leases to Keyholder for the Term, and Keyholder agrees to lease, iBox BT LE units ("iBoxes"). In addition, Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the Network, which is necessary for the use and operation of the iBoxes for the Term and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from UTCFSC for the Term.
- d. **Network.** Organization grants to Keyholder (i) a limited non-exclusive, non-transferable, revocable sub-license to use the network (the "Network"), the use of which Organization licenses from UTC Fire & Security Canada ("UTCFS"), which is necessary for the use and operation of the ActiveKEY or eKEY (collectively, "Key") for the Term shown on page 4 of this Agreement and (ii) a limited, non-exclusive, nontransferable, revocable sub-license to use the software Organization licenses from UTCFSC (the "Software") for the Term.

2. SERVICE

- a. The Software, the equipment incorporated in the ActiveKEYs and iBoxes (if applicable), (collectively, "Equipment"); Network; and KIM Database are collectively, "Service."
- b. Keyholder understands that, in order to make the Service available to Keyholder, Organization and UTCFSC entered into a Master Agreement that provides the terms under which UTCFSC will provide the Service to Organization. **Keyholder understands that, if the Master Agreement is terminated for any reason during the Term of this Agreement, the Service will no longer be available to Keyholder and this Agreement will terminate in accordance with Section 12 below. Keyholder agrees that, under the terms of the Master Agreement, Organization may elect a different Service or choose to upgrade the Service at any time during the Term of this Agreement, which may result in an increase of the System Fee and/or the termination of this Agreement.** Except as the rights and obligations of Keyholder and Organization under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between Keyholder and Organization with respect to the Service are governed solely by the terms and conditions of this Agreement. Keyholder understands that failure of Organization to perform its obligations under the Master Agreement may detrimentally affect Keyholder's use of the Service.
- c. In the Master Agreement, UTCFSC has reserved the right to discontinue any item of Equipment used in connection with the Service upon the provision of one (1) year prior written notice to Organization. If UTCFSC discontinues any item of Equipment, the Equipment leased and licensed hereunder shall continue to be completely compatible with and shall function with the Service. If the Equipment leased is lost, destroyed or damaged, Organization may replace that Equipment with refurbished Equipment ("Replacement"), which shall be completely compatible with and shall function with the Service, and shall offer the same level of functionality as the Equipment currently offered.
- d. Keyholder agrees to comply with the Rules and Regulations relating to the use of the Service which are set forth in the User Guide and the Rules and Regulations of Organization and/or its MLS system. By executing this Agreement, Keyholder agrees to maintain the security of the personal identification number of each



piece of Equipment to prevent the use of the Equipment by unauthorized persons. Keyholder further agrees that neither the Service, nor any other UTCFSC product used in connection with the Service (including the Equipment), is a security system. The Service is a marketing convenience key-control system, and as such, any loss of Equipment or disclosure of personal identification numbers compromises the integrity of the Service, and Keyholder agrees to use her or his best efforts to ensure the confidentiality and integrity of all components of the Service.

3. TERM

This Agreement shall commence on the date set forth above and have a term (“Term”) until the date shown on page 4, unless terminated earlier or extended pursuant to the provisions of this Agreement.

4. PAYMENTS

- a. **DURING THE TERM OF THIS AGREEMENT, KEYHOLDER SHALL PAY TO ORGANIZATION A FEE FOR THE RIGHT TO USE THE SERVICE PLUS APPLICABLE TAX (THE “SYSTEM FEE”). SUCH SYSTEM FEE SHALL BE DETERMINED BY ORGANIZATION. KEYHOLDER SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS CONTAINED IN SECTION 12.**
- b. Keyholder shall pay the System Fee determined by the Organization upon entering this Agreement and shall pay the System Fee for all subsequent years as directed by the Organization.
- c. Organization reserves the right to: (i) increase the System Fee annually, (ii) charge a key activation fee, (iii) charge a late fee for any System Fee that is not paid as directed by the Organization, and (iv) charge a fee for any payment that is returned unpaid or for insufficient funds or credit.
- d. EXCEPT AS OTHERWISE PROVIDED HEREIN, KEYHOLDER’S OBLIGATION TO MAKE PAYMENTS TO OR AT THE DIRECTION OF ORGANIZATION SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELABLE AND INDEPENDENT AND SHALL NOT BE SUBJECT TO ANY SETOFF, CLAIM OR DEFENSE FOR ANY REASON, INCLUDING ANY CLAIMS KEYHOLDER MAY HAVE RELATING TO PERFORMANCE OR FOR LOSS OR DAMAGE OF OR TO THE SERVICE OR THE EQUIPMENT OR ANY REPLACEMENTS.

5. TITLE AND USE

The Service, including all its components, and the Equipment (except iBoxes), are and shall at all times remain the property of UTCFSC. All additions and upgrades to the Software shall become part of the Software and shall, without further act, become the property of UTCFSC. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks, are and shall at all times remain the property of UTCFSC.

6. RISK OF LOSS; RETURN OF EQUIPMENT

- a. No loss, damage or destruction to the Equipment shall relieve Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the negligence of Organization. The cost for replacing Equipment that is lost, damaged or destroyed and the damages to be paid by Keyholder for failing to return the Equipment upon termination of this Agreement is: **ActiveKEY - \$249.00**. Replacements may be refurbished Equipment.
- b. At the expiration of the Term, Keyholder, at Keyholder’s expense and risk, shall immediately return or cause the return to Organization to such location as Organization shall specify, the ActiveKEY and all Software and any components included within the Service that have been leased or licensed to Keyholder pursuant to this Agreement. The ActiveKEY and components used in connection with the Service shall be returned in good condition, repair and working order, ordinary wear and tear excepted.

7. REPRESENTATIONS AND COVENANTS Keyholder covenants and agrees:

- a. If Keyholder misuses the Service or any component thereof, including without limitation, use of the Service in violation of the User Guide, and a third party brings an action against Organization and/or UTCFSC relating to such misuse, Keyholder agrees to indemnify, defend and hold harmless Organization and/or UTCFSC, and their respective directors, officers, agents, representatives, employees, successors and assigns, from and



against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, in bankruptcy, including without limitation, any adversary proceeding, contested matter or motion or otherwise) incurred by Organization and/or UTCFSC in such proceeding.

- b. That neither Organization nor UTCFSC shall be liable for any compensatory, indirect, incidental, consequential, punitive, reliance or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, arising out of the use or inability to use the Service for any purpose whatsoever whether or not Keyholder has been advised of the possibility of such damages.**
- c. That Keyholder will not (i) use or gain access to the source code for the Software; (ii) alter, reproduce, modify, adapt, translate, reverse engineer, de-compile, disassemble or prepare derivative works based upon the Software; or (iii) provide or otherwise make available the Software or any part or copies thereof to any third party.
- d. To provide Organization and UTCFSC with written notice of any legal proceeding or arbitration in which Keyholder is named as a defendant and that alleges defects in the Equipment within five (5) days after Keyholder receives written notice of such action.

The obligations set forth in this Section shall survive termination of this Agreement.

8. DEFAULT

- a. Each of the following events shall be an Event of Default by Keyholder under this Agreement: (i) Keyholder's failure to pay, for any reason, any amount required under this Agreement within fifteen (15) days after the date that such payment is due; or (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar law of the United States of America or any state thereof or of any other country or jurisdiction with respect to Keyholder; provided, however, that the commencement of any involuntary case or proceeding will not be an Event of Default under this Agreement if such case or proceeding is dismissed within sixty (60) days after it was commenced.
- b. An Event of Default by Organization under this Agreement will occur upon the termination for any reason of the Master Agreement.

9. RIGHTS AND REMEDIES

- a. Upon the occurrence of an Event of Default by Keyholder, Organization may, at its sole option and without limitation or election as to other remedies available under this Agreement or at law or in equity, exercise one or more of the following remedies: (i) terminate this Agreement and demand the return of any Equipment and Software to Organization; (ii) terminate one or both of Keyholder's sub-licenses to use the Network and to use the Software; (iii) direct UTCFSC to deactivate Keyholder's access to the Service or any component of the Service; (iv) bill the Keyholder for any outstanding amounts owed under this Agreement, including any applicable liquidated damages for the failure to return the Equipment; and/or (v) take any and all actions necessary to collect all amounts currently due and owing under this Agreement, including any and all costs and expenses of every kind or nature (including reasonable attorneys' fees, whether incurred at the trial or appellate level, in an arbitration proceeding, or in bankruptcy, including any adversary proceeding, contested matter or motion, or otherwise) incurred by Organization in connection with the exercise of its rights and remedies under this Agreement.
- b. Upon the occurrence of an Event of Default by Organization or termination of this Agreement, all of Keyholder's obligations under this Agreement shall terminate, except that Keyholder shall be required to return the Equipment and Software to Organization and to pay Organization any outstanding amounts owed under this Agreement, including any damages for the failure to return the Equipment and Software.
- c. If Organization deactivates the Service because of a default by Keyholder under this Agreement, but does not otherwise terminate this Agreement, Keyholder will be entitled to seek to have the Service reactivated. In order to so, Keyholder shall be required to cure any and all existing defaults, and to pay any and all outstanding amounts owed under this Agreement and the reasonable costs and attorneys' fees incurred by



Organization in connection with collecting under this Agreement. After confirmation of the curing of such defaults and the receipt of payment of such amounts, Organization shall direct UTCFSC to reactivate the Equipment within twenty-four (24) hours.

- d. In the event that Organization institutes any action for the collection of amounts due and payable hereunder, Keyholder shall pay, in addition to the amounts due and payable under this Agreement, all reasonable costs and attorneys fees incurred by Organization in connection with collecting under this Agreement. Keyholder expressly waives all rights to possession or use of the Service or the Equipment or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any repossession or termination of use.
- e. Organization's failure or delay in exercising any right or remedy under this Agreement shall not operate as a waiver thereof or of any subsequent breach or of such right or remedy. Organization's rights and remedies are cumulative, not exclusive, and no exercise of any remedy shall preclude the exercise of another remedy.

10. ARBITRATION; LITIGATION

Any controversy or claim arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association or such other rules as may be agreed to by the parties. The arbitration shall be conducted in a location mutually agreed to by the parties. If the parties fail to agree on the location of the arbitration within thirty (30) days after either party requests arbitration, the arbitration shall be conducted in the Province where Organization is located; provided that either party shall be entitled to participate in such arbitration by video conference or teleconference. The substantially prevailing party in any arbitration under this Agreement shall be entitled to recover from the other as part of the arbitration award reasonable costs and attorney's fees. Any arbitration award may be enforced by a court of competent jurisdiction in accordance with applicable law. In the event that legal action to enforce the arbitration award is necessary, the substantially prevailing party shall be entitled to recover its reasonable costs and attorney's fees in such action or any appeals.

11. NOTICES

All notices hereunder shall be sent by (i) hand-delivery, (ii) facsimile, (iii) certified mail, return receipt requested, postage prepaid, or (iv) overnight delivery service, to the party being notified at its address set forth in the signature block of this Agreement, or to such other address as a party shall subsequently specify to the other party in writing. Notices shall be deemed to have been delivered when received, if hand-delivered or sent by facsimile or certified mail, three (3) days after the day deposited in the mail; or one (1) day after the day deposited with an overnight delivery service.

12. TERMINATION

- a. Keyholder may terminate this Agreement at any time by returning the Equipment and Software to Organization and paying Organization any amounts owing prior to such termination, including (i) any applicable damages for the failure to return the Equipment and Software as set forth in Section 6(a) hereof, and (ii) any System Fees owing prior to such termination which remain unpaid. Upon termination, System Fees that would have become owing after the date of termination of this Agreement are released and discharged by Organization.
- b. Organization may terminate this Agreement upon termination of the Master Agreement for any reason, including without limitation, a default by Organization under the Master Agreement or an upgrade of the Service by Organization. Upon termination, Keyholder shall be obligated to satisfy the obligations in Section 12(a).
- c. In the event that Keyholder fails to return all Equipment leased to Keyholder upon termination of this Agreement or at the expiration of the Term, Keyholder agrees to pay to Organization, as liquidated damages for such failure to return the Equipment, the amount set forth in Section 6(a).
- d. In addition, Keyholder shall not be entitled to any refund of any unused portion of the System Fee for use of the Service previously paid.



13. WARRANTY

The Equipment and Software are warranted by UTCFSC against defects in workmanship and/or materials, to be fit for the intended purpose and to conform in all material respects to its written specifications for the term of the Agreement. UTCFSC shall, without charge, repair or replace such defective or nonconforming component for the term of the Agreement. Keyholder must return any defective system component under warranty to Organization at Keyholder’s sole cost and expense and Organization shall provide all repaired or replacement Equipment to Keyholder. This warranty does not extend to any damage caused by accident, abuse, neglect or misuse of system components. Keyholder agrees to cooperate with Organization and UTCFSC by performing diagnostic tests provided to Keyholder when Keyholder initially seeks warranty service.

14. GENERAL PROVISIONS

- a. This Agreement constitutes the entire agreement between Organization and Keyholder relating to the Agreement of Equipment and use of the Service.
- b. Provided that Keyholder has returned to Organization all keys previously leased by Organization to Keyholder, all prior leases between Organization and Keyholder for such keys are terminated effective as of the parties’ execution of this Agreement.
- c. This Agreement may be executed in a number of counterparts, each of which will be deemed an original and when taken together shall constitute one agreement.
- d. Any waiver or consent by any party to any breach by the other, whether express or implied, shall not constitute a consent to or waiver of any other or subsequent breach.
- e. All agreements, representations and warranties contained in this Agreement shall survive the expiration or other termination of this Agreement.
- f. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement.
- g. This Agreement shall be governed by the laws of the Province in which Organization is located.
- h. This Agreement shall be binding upon and inure to the benefit of Organization, and its successors and assigns, and Keyholder and its permitted successors and assigns.

TERM OF AGREEMENT:

The term of this Agreement commences upon signing of this Agreement and will end upon termination of the Applicant’s Membership or earlier as provided in Section 12 of the Agreement. This is a legal document. Execution of this Agreement, including the preceding pages in addition to this page, shall obligate the parties to perform as provided herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date set forth herein.

Lethbridge and District Association of REALTORS®
Authorizing Signature:

Keyholder Signature:

Printed Name:
