



creb[®]

serving calgary and area REALTORS[®]

ASSOCIATE MEMBERSHIP APPLICATION



NEW PROFESSIONALS LAUNCH

Kick-start your real estate career with the New Professionals Launch (NPL) Phase 2 and NPL Matrix™ Orientation courses.

NPL PHASE 2

In the NPL Phase 2 class you will work through interactive, scenario-based content to increase your familiarity with the best practices and expectations in local real estate. Additionally, you will explore terms and conditions, and how to create clarity in a real estate contract.

NPL MATRIX™

In NPL Matrix™ class you will explore, in depth, CREB®'s Matrix™ MLS® System, including setting up your profile, searching and listing input. Note: You must complete Phase 1 prior to attending the Phase 2. Please see your welcome to CREB® email for more information. Both courses are 3.5 hours and can be taken either online or in-person*.

- In-person: Register for NPL - Phase 2 and Matrix™ - Classroom
- Online: Register for both - NPL Phase 2 - Webinar & NPL Matrix™ - Webinar

Please register on CREB® Link at https://www.creblink.com/Education_and_Compliance/Professional_Development/CREB_Programs_and_Certificates/
or through our Help Desk at **403-781-1379** or helpdesk@creb.ca.

CREB® Member Services Centre 300 Manning Road NE, Calgary AB T2E 8K4
Email: crebmsc@creb.ca



serving calgary and area REALTORS®

NEW PROFESSIONALS LAUNCH

Registration Form

THE CREB® NEW PROFESSIONALS LAUNCH IS A MANDATORY PROGRAM THAT YOU MUST COMPLETE IN ORDER TO GAIN MEMBERSHIP AT CREB®. TO REGISTER FOR THE PROGRAM, YOU MUST FIRST COMPLETE THIS REGISTRATION FORM. ATTENDANCE IS 100% MANDATORY. PLEASE NOTE THAT YOU MUST BE LICENSED WITH THE REAL ESTATE COUNCIL OF ALBERTA (RECA) AT THE TIME OF COURSE REGISTRATION.

First Name: Last Name:

Address:

City: Province: Postal Code:

Cell Phone:

E-mail Address:

Once we receive and process your application, we will contact you for payment. In order to maintain your newly acquired access to the MLS® System and the SentiLock Key Management System, you will need to complete New Professionals Launch Live within 45 days of joining CREB®.

Following is a cost breakdown of the membership fees required for NEW Members

BRAND NEW CREB[®] MEMBER DUES AND FEES 2022 PRO-RATED ON A MONTHLY BASIS FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2022												
DUES/FEES	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
AREA Initiation	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00
AREA Dues	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	81.25	54.17	27.08
DUES AREA GST	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	44.06	42.71	41.35
CREA Initiation	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
CREA Dues	310.00	284.17	258.33	232.50	206.67	180.83	155.00	129.17	103.33	77.50	51.67	25.83
DUES CREA GST	25.50	24.21	22.92	21.63	20.33	19.04	17.75	16.46	15.17	13.88	12.58	11.29
Total	\$1,716.75	\$1,689.63	\$1,662.50	\$1,635.38	\$1,608.25	\$1,581.13	\$1,554.00	\$1,526.88	\$1,499.75	\$1,216.69	\$1,161.13	\$1,105.56
CREB [®] Entry Fee	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00	650.00
CREB [®] Annual Dues	434.00	397.83	361.67	325.50	289.33	253.17	217	180.83	144.67	108.50	72.33	36.17
SENTRILOCK ACTIVATION FEE	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
CREB [®] Training Fee	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
CIBS (GST Exempt)	45.00	41.25	37.50	33.75	30.00	26.25	22.50	18.75	15.00	11.25	7.50	3.75
CFDues (GST Exempt)	45.00	41.25	37.50	33.75	30.00	26.25	22.50	18.75	15.00	11.25	7.50	3.75
GST	59.45	57.64	55.83	54.03	52.22	50.41	48.60	46.79	44.98	43.18	41.37	39.56
Total	\$1,338.45	\$1,292.98	\$1,247.50	\$1,202.03	\$1,156.55	\$1,111.08	\$1,065.60	\$1,020.13	\$974.65	\$929.18	\$883.70	\$838.23
GRAND TOTAL	\$3,055.20	\$2,982.60	\$2,910.00	\$2,837.40	\$2,764.80	\$2,692.20	\$2,619.60	\$2,547.00	\$2,474.40	\$2,145.86	\$2,044.83	\$1,943.78

MONTHLY SYSTEM FEES	
SENTRILOCK FEE	\$25/month
CREB [®] SYSTEM MANAGEMENT FEE	\$35/month
PILLAR 9 [™] FEE	\$27.50/month
INCLUDES:	<ul style="list-style-type: none"> ✓ MATRIX[™] ✓ SHOWING TIME ✓ PROSPECTS ✓ CREB[®] MAPS ✓ HELP DESK
	BASIC TIER: \$20
	NO TECHNOLOGY ACCESS

If you have any questions not answered in this handout, please email crebmsc@creb.ca. Fax number 403.218.3680.

Upon completion of New Professionals Launch day, members must select their desired technology tier.

Full rates will apply if selections have not been updated within four weeks of taking the New Professionals Launch course.

CREB[®] Member Services Centre
300 Manning Road NE, Calgary AB T2E 8K4

Email: crebmsc@creb.ca

APPLICATION FOR MEMBERSHIP

I, _____ of _____
Print full legal name *Home address*

_____ Alberta _____ Date of Birth: _____
City/Town *Postal Code* *Month* *Year*

_____, employed by _____
Brokerage name

_____ carrying on business at _____
Brokerage address

HEREBY MAKE APPLICATION FOR

INDIVIDUAL MEMBERSHIP in CREB[®] and tender herewith the prescribed Entrance Fee of \$650.00, plus the first year's annual dues as provided by the Bylaws of the Association.

Date _____

A. RE: Board Membership Application

- 1. That my application for membership to CREB[®] is subject to approval by CREB[®], in compliance with the current policy.

- 2. Have you ever been registered with another real estate board? Yes No
- If yes, which one? _____
- How long were you/are a member of that board _____
- Will you continue to be a dual member? Yes No

- New Associate
- Re-Entry Associate (held membership in CREB[®] in the last 36 months)

Phone Number: _____
(to be published on your listings and the Internet)

Cellular Phone Number: _____
(If you want published on your listings and the Internet)

Email Address: _____
(to be published on your listings and the Internet)

Website: _____
(to be published on your listings and the Internet)

Initials

STATUTORY DECLARATION

I, _____, of the City/Town of _____
Print full legal name

in the Province of Alberta.

DO SOLEMNLY DECLARE THAT

- 1) I have complied with all legal obligations be they financial, contractual, judicial orders or judgments, arbitration or disciplinary awards or orders.
- 2) I do not have an active complaint with another real estate board.
- 3) If unable to qualify under the foregoing sub-sections, state reason in support of Application for Membership:
.....
.....

- 4) I hereby agree that Schedule 1 of the attached shall form part of and is deemed to be part of this Application for Membership.

“And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath by virtue of the Canada Evidence Act.”

Date _____ Signature _____ Witness _____

SCHEDULE I

COVENANTS, UNDERTAKINGS AND WAIVER OF CLAIMS BY APPLICANT FOR MEMBERSHIP TO: THE CALGARY REAL ESTATE BOARD CO-OPERATIVE LIMITED (“CREB”)

1. I acknowledge that I have read the CREB® Bylaws, the REALTOR® Code, the CREB® Rules in particular the procedure for complaints, discipline, and arbitration of disputes, all of which I understand. I further understand that the words and terms in this Schedule I are defined in the CREB® Rules and/or Bylaws.
2. In consideration of CREB® considering my application for membership or admitting me to membership in CREB® I hereby covenant and undertake:
 - (a) to comply with the CREB® Bylaws, the Standards of Business Practice, the CREB® Rules, and the REALTOR® Code of as they may be established or amended from time to time;
 - (b) Every person is, upon admission as a member, bound by the CREB® Bylaws, CREB® Rules, the REALTOR® Code and Standards of Business Practice, the Principles of Competition, CREA's Bylaws and Rules and policies developed by both the Directors of CREB® and CREA to the same extent as he/she would be if they have been signed by him/her and contained covenants on his/her part to observe and be subject to every provision thereof.
 - (c) that in the event of a dispute between the applicant (me) and one or more Member(s) regarding commissions or any other matter, I will initially try to settle the dispute with the other Member(s). If I am not able to settle the dispute, I will refer the dispute to the Inquiry Committee at CREB®;
 - (d) that in any Board proceedings which affect me I will abide by each decision of the Inquiry Committee and I will not take recourse to any other tribunal;
 - (e) that in any Board arbitration which affects me I will abide by each Arbitration Award. Arbitration Awards are not appealable and the decision is binding;
 - (f) to pay all costs/fines of a Hearing that I may be directed by the Hearing Panel to pay;
 - (g) that the disciplinary procedure set out in the CREB® Rules may be taken against me if I fail to observe any provision of the CREB® Rules and/or the REALTOR® Code; and CREB® may fine me, suspend me, or expel me from CREB®, or otherwise discipline me in accordance with the CREB® Rules if CREB® determines that I have violated any provisions of the CREB® Rules and/or the REALTOR® Code;
 - (h) to pay each monetary assessment levied against me by CREB® and CREB® may recover from me each such monetary assessment as a debt due to CREB®; and
 - (i) that I hereby waive, release and forever discharge CREB® and its Directors, Officers, Members, Employees, and Associates from all claims, suits, actions, causes of action and demands of whatsoever nature arising directly or indirectly as a result of my application for membership in CREB® or from my membership in CREB® from any inquiry, arbitration, or disciplinary proceedings which may be taken, or purported to be taken by CREB® pursuant to the Bylaws and CREB® Rules which may affect me or my business, or in connection with any other act done on behalf of or relating to the business of CREB®.
3. If I am accepted as a Member, I hereby acknowledge that no portion of my Board membership fee is refundable, nor is my membership transferable.

Initials

ASSOCIATE MEMBERSHIP APPLICATION INDEMNITY

INDEMNITY AGREEMENT made as of this _____, day of _____, 20_____.

IN CONSIDERATION OF The Calgary Real Estate Board Co-operative Limited (hereinafter called "CREB[®]") approving the application of _____ for membership in CREB[®] as an Active Member, I HEREBY AGREE that I will indemnify and save harmless CREB[®] from any loss, damage, expense, costs, charges, payments, actions or suits which may be sustained or incurred by CREB[®] by reason of or in connection with or arising out of CREB[®] supplying any services or materials to _____ with _____
(Name) (Brokerage)

(hereinafter called "the Company") or to any Active Member associated with the Company;

I AGREE that this indemnity shall continue from the date of the approval of my membership as an Active Member in CREB[®] until such time as CREB[®] approves for membership an Active Member in substitution of me.

IN WITNESS WHEREOF CREB[®] has signed by its proper officer, and I have signed before a witness as of the date first above written.

THE CALGARY REAL ESTATE BOARD
CO-OPERATIVE LIMITED

.....
Associate Signature

.....
Witness

ASSOCIATE MEMBERSHIP
APPLICATION *Continued*

THIS AGREEMENT made as of this day of, 20

BETWEEN:

The CALGARY REAL ESTATE
BOARD CO-OPERATIVE LIMITED,
a co-operative carrying on business in the
City of Calgary, in the Province of Alberta
(hereinafter called "CREB[®]")
Address: 300 Manning Road N.E.
Calgary, Alberta T2E 8K4

OF THE FIRST PART

- and -

Name:

Brokerage Name:

(hereinafter called "the Member")

OF THE SECOND PART

WITNESS THAT:

WHEREAS CREB[®] has expended considerable effort in the development and continued enhancement of the MLS[®] System and information related to real estate holdings in and around the City of Calgary;

AND WHEREAS the data and systems have been obtained and organized by CREB[®] and constitute valuable, proprietary information of CREB[®];

AND WHEREAS CREB[®] is willing to give access to certain elements of this systems information to the Member;

AND WHEREAS the Member is permitted to have access to the data and systems and to use the results of the searches obtained therein only in accordance with the terms and conditions of the Agreement;

IN CONSIDERATION of payment of the computer access charges and the Member's agreement to abide by the terms and conditions of this Agreement, CREB[®] and the Member agree as follows:

1. COMMENCEMENT

The term of this Agreement will commence on the date this Agreement is executed by the parties and will expire on termination of membership.

2. ASSIGNMENT

The Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. No party shall assign this Agreement without obtaining the written consent of the other party.

3. TERMINATION BY MEMBER

This Agreement may be terminated by the Member by giving to CREB[®] 2 (two) days notice in writing of such termination.

4. TERMINATION BY CREB[®]

This Agreement may be terminated by CREB[®] by giving to the Member notice in accordance with CREB[®]'s Bylaws, Rules or the REALTOR[®] Code.

5. NOTICE

Notice under this Agreement shall be given in writing and delivered to the parties at their address as stated above.

6. ENTIRE AGREEMENT

This Agreement contains the entire Agreement between CREB[®] and the Member with respect to the subject matter thereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to the subject matter, except for CREB[®]'s Bylaws, Rules and the REALTOR[®] Code.

This Agreement shall be governed by the laws of the Province of Alberta and both parties agree to attorn to the jurisdiction of the Province of Alberta.

This Agreement shall not be waived or modified except by a subsequent written agreement signed by CREB[®] and the Member.

Initials

PERSONAL INFORMATION STATEMENT FOR MEMBERS

The Calgary Real Estate Board (“CREB[®]”) 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 registration), 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 educational courses to those seeking to become Members;
- Administering and operating the MLS[®] System, including ensuring compliance with the CREB[®] Rules governing the MLS[®] System;
- Administering and enforcing the CREB[®] Rules;
- Administering and facilitating 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 CREB[®]’s mandate, including the provision of services, products, and information to Members by CREB[®] or any organization authorized by CREB[®] and only in a manner consistent with this Statement and CREB[®]’s Privacy Policy, a copy of which has been provided or otherwise made available to Members.

When an individual applies for membership in CREB[®], or chooses to participate in the activities of CREB[®], or uses any service provided by CREB[®], that individual consents to the collection, use and disclosure of personal information as set out in this Statement and CREB[®]’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 CREB[®] and may submit comments on or corrections to such information for inclusion with the personal information held by CREB[®].

Where applicants or members do not have a copy of the Privacy Policy, a copy may be obtained by contacting the Member Service Centre at **403-781-5454**.

I hereby acknowledge and agree that the submission of this Membership Application constitutes my consent to the collection, use and disclosure by CREB[®] of the information submitted in this Membership Application and any other personal information about me collected by CREB[®] during the course of my membership and the retention of my personal information by CREB[®] as outlined above.

.....
Member/Applicant Signature

CREB[®] PRIVACY POLICY
POLICY ON THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION
“PRIVACY POLICY”

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1. OBJECTIVE & SCOPE OF POLICY

The Calgary Real Estate Board (“CREB[®]” or “Board”) is committed to advancing the interests of real estate associates and brokers who comprise CREB[®]’s membership. Members of CREB[®] are also members of the Alberta Real Estate Association (“AREA”) as well as the Canadian Real Estate Association (“CREA”). CREA approved a Privacy Code as a national standard at its annual meeting held in Montreal in October of 2001.

Consistent with the adoption of the CREA Privacy Code and in compliance with the Personal Information Protection Act (PIPA), CREB[®] is dedicated to maintaining high standards of confidentiality with respect to information provided to it. This policy statement has been prepared to inform you of our policy and practices concerning the collection, use and disclosure of personal information provided to CREB[®].

This policy statement governs personal information collected from and about individuals who are members and information regarding non-members that is provided to CREB[®] for the purposes described below. Personal information collected from and about its employees is not governed by this policy statement, the protection of which is governed by other applicable laws and internal policies. This policy does not cover aggregated data from which the identity of an individual cannot be determined. CREB[®] retains the right to use aggregated data in any way that it determines appropriate.

This policy statement applies to all CREB[®] employees as part of their work requirements, as well as to CREB[®]’s board of directors and committee members.

Using contractual or other arrangements, CREB[®] shall ensure that agents, contractors or third party service providers, who may receive personal information in the course of providing services to CREB[®] as part of our delivery of services, protect that personal information in a manner consistent with the principles articulated in this policy statement.

In the event of questions about access to personal information; the collection, use, management or disclosure of personal information, or this policy statement or whether CREB[®] is acting in a manner consistent with it, please contact:

Shannon Miller, Privacy Officer
Calgary Real Estate Board
#300 Manning Road NE, Calgary, AB T2E 8K4
Ph: 403-781-1315, Fx: 403-207-6665, Email: shannon.miller@creb.ca

2. THE COLLECTION, USE & DISCLOSURE OF PERSONAL INFORMATION

For the purposes of this policy,

“Personal Information” means any information, recorded in any form, about an identified individual, or an individual whose identity may be inferred or determined from the information.

“External Associate” means an individual who is not a member or an employee of CREB[®]. An External Associate may be an individual or an employee of an organization with which CREB[®] has dealings in the normal course of fulfilling its mandate. Examples of external associates include independent contractors or service providers; employees of CREA, AREA or the Real Estate Council of Alberta; legal counsel and consultant.

“Member” means a Broker, Associate Broker, Agent or Firm registered under the Real Estate Act by the Real Estate Council of Alberta, who has been accepted for membership in CREB[®].

Personal information about members will be collected, to the extent possible, directly from the individual concerned. Information within the Multiple Listing Service[®] (MLS[®]) is considered to be personal information to the extent that it is or can be associated with an individual. To the extent possible, such information will be collected directly from the listing broker/salesperson.

CREB[®] 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), and others, 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 professional development to members
- Administering and operating the MLS[®] system, including ensuring compliance with the rules and regulations governing the MLS[®] system;
- Administering and enforcing CREB[®] Rules;
- Administering and facilitating membership in AREA and CREA, including ensuring compliance with the bylaws, rules and regulations of those associations;
- Meeting any legal or regulatory requirement; and
- Such other purposes consistent with the foregoing purposes.

CREB[®]'s use of personal information is limited to the purpose of fulfilling the mandate of CREB[®] or a purpose consistent with that purpose and CREB[®] does not sell, trade, barter or exchange for consideration any personal information it has obtained. Unless permitted by law or provided for in the application for membership, Board bylaws and/or Board rules, no personal information is collected about a Member without first obtaining the consent of the individual to the collection, use and dissemination of that information.

CREB[®] may disclose personal information of members to CREA and AREA and RECA for the purpose of fulfilling its mandate and to organizations that assist CREB[®] in the course of fulfilling its mandate, including organizations that perform services on its behalf.

Personal Information will only be provided to organizations providing services to CREB[®] if they agree to use such information solely for the purposes of providing services to CREB[®] and under the instruction of CREB[®] and, with respect to that information, to act in a manner consistent with the relevant principles articulated in this policy statement.

There are circumstances where the use and/or disclosure of personal information may be justified or permitted or where CREB® is obliged to disclose information without consent. Such circumstances may include:

- Where required by law or by order of a tribunal;
- Where CREB® believes, upon reasonable grounds, that it is necessary to protect the rights, privacy, safety or property of an identifiable person or group;
- Where it is necessary to establish or collect fees;
- Where the information is public; or
- Where obliged or permitted to disclose information without consent, CREB® will not disclose more information than is required.

3. ACCURACY

CREB® endeavors to ensure that any personal information provided by its members and in its possession is as sufficiently accurate, current and complete as necessary for the purposes for which CREB® uses that data. Information contained in files that have been closed is not actively updated or maintained. Information on listings is the responsibility of members who provide it to the MLS® System.

4. RETENTION

CREB® retains Personal Information as long as CREB® believes it is necessary to fulfil the purpose for which it was collected. Currently, the principal place in which CREB® holds Personal Information is in the City of Calgary. CREB® has in place a Records Retention Policy which outlines the procedures for the retention and subsequent disposition of CREB® records including those records that contain Personal Information.

5. SECURITY

CREB® has implemented reasonable safeguards to ensure personal information in our custody or control is protected from such risks as unauthorized access, collection, use, disclosure, copying, modification, disposal or destruction.

Protection methods include:

- Organizational methods: limiting access to a “need-to-know” basis and confidentiality policy.
- Physical security such as locked cabinets and desks and locked office doors and building security alarms and surveillance cameras.
- Technological measures including the use of passwords and encryption, off-site backup storage, firewalls and local server.

In terms of communicating Personal Information, you may wish to note that there is no method of transmitting or storing data that is completely secure. While the physical characteristics of each are different, mail, telephone calls, faxes and transmissions over the Internet are all susceptible to possible loss, misrouting, interception and misuse of the information being communicated or transmitted.

In terms of communicating Personal Information, you may wish to note that there is no method of transmitting or storing data that is completely secure. While the physical characteristics of each are different, mail, telephone calls, faxes and transmissions over the Internet are all susceptible to possible loss, misrouting, interception and misuse of the information being communicated or transmitted.

6. VISITING THE CREB® WEBSITE

With respect to its website, CREB® does not collect information from site visitors. Cookies are not used although anonymous hit count statistics are generated monthly.

Certain Member information (name, company name & company address, company phone number) is presented on the public website.

CREB® has no control over the content of third party websites that individuals may access through hyperlinks at our website.

7. ACCESS TO PERSONAL INFORMATION

Upon request, CREB® will provide access to and review of Personal Information within our custody and under our control about an individual by the individual concerned. CREB® will also provide the individual with information regarding the use or disclosure of the individual's personal information.

CREB® may refuse to provide access to Personal Information in accordance with PIPA if:

- a) the information is protected by any legal privileges
- b) the disclosure of the information would reveal confidential information that is of a commercial nature and it is not unreasonable to withhold that information
- c) the information was collected for an investigation or legal proceeding
- d) disclosure of the information might result in that type of information no longer being provided to the organization when it is reasonable that that type of information would be provided
- e) the information was collected by a mediator or arbitrator or was created in the conduct of a mediation or arbitration for which the mediator or arbitrator was appointed to act
- f) the information relates to or may be used in the exercise of prosecutorial discretion

CREB® will not provide access to personal information if:

- a) the disclosure of the information could reasonably be expected to threaten the life or security of another individual
- b) the information would reveal personal information about another individual
- c) the information would reveal the identity of an individual who has in confidence provided an opinion about another individual and the individual providing the opinion does not consent to disclosure of his or her identity

Since confidentiality is integral in CREB®'s procedures, including such procedures as the arbitration of commission disputes and the investigation, prosecution and determination of complaints made against Members, access to personal information may also be declined where the person requesting same has consented, by virtue of membership in CREB® and by being subject to CREB®'s bylaws and Rules, to CREB®'s jurisdiction over such procedures as provided for in the bylaws and Rules of CREB®.

Where information will not or cannot be disclosed, the individual making the request will be provided with the reasons for non-disclosure.

To guard against fraudulent requests for access, CREB® will require sufficient information to allow it to confirm the identity of the person making the request before granting access or making corrections.

Where information will be disclosed, CREB® will endeavor to provide the information in question within a reasonable time and no later than 45 days following the request. CREB® may charge a minimal or nominal cost (e.g. photocopying, mail charges) to the individual making the request.

If an individual believes any Personal Information concerning that individual is not correct, that person may request an

amendment of that information by sending a request to the person indicated in Section 1. CREB[®] will make corrections to factual errors and omissions once CREB[®] has verified the errors or omissions to exist. An individual may also request that CREB[®] delete an individual's Personal Information from CREB[®]'s system and records, except if such Personal Information is required to fulfil CREB[®]'s mandate or to meet legislative requirements. However, due to technical constraints and the fact that CREB[®] backs up its systems, Personal Information may continue to reside in CREB[®]'s systems after deletion. For the same reason, Personal Information may also continue to reside in the MLS[®] system after deletion. Individuals, therefore, should not expect that their Personal Information would be completely removed from CREB[®] or the MLS[®] systems in response to a request for deletion.

8. AMENDMENT OF CREB[®] PRACTICE AND THIS POLICY

This statement is in effect as of October 29, 2015. CREB[®] will from time to time review and revise its privacy practices and this Policy Statement. In the event of any amendment, an appropriate notice will be posted on creb[®] Link and communicated to members and others in an appropriate manner. Policy changes will apply to the information collected from the date of posting of the revised Policy Statement to CREB[®]'s web site as well as to existing information held by CREB[®].

9. INFORMATION REGARDING FORMER MEMBERS

CREB[®] will only disclose Personal Information about former Members in accordance with this Policy Statement.

10. WHAT YOU CONSENT AND AGREE TO

When you provide CREB[®] with Personal Information, you consent and agree to the following:

- The collection, use and disclosure of Personal Information from or about you as described in Section 2, and to your right to access and correct data as described in Section 7.
- Your acceptance of the risks concerning the transmission of information to CREB[®] as described in Section 5.
- The amendment of this Policy Statement as described in Section 8.

.....
Date

.....
Signature Member/Applicant

Agreement Date: _____
DD MM YY

CREB® and the CREB® member described below (the "Keyholder") agree that the Terms and Conditions set out below and overleaf/attached are the entire agreement ("Agreement") between CREB® and Keyholder with respect to the Software and the Service described below.

SIGNED

By: _____	Member Signature: _____
Name: _____	Name (printed): _____
Title: _____	Public ID: _____
	Brokerage: _____

TERMS & CONDITIONS

1. **Lease:** CREB® hereby leases to the Keyholder and the Keyholder hereby leases from CREB®, the Sentikey™ Access (the "Equipment"), on the Terms and Conditions set out herein.
2. **License:** CREB® hereby grants to the Keyholder a limited, non-exclusive, nontransferable sub-license to use the SentiSmart™ software (the "Software") which CREB® licenses from SentiLock for the Term and all Extension Terms. The Software, when loaded onto certain personal digital assistants ("PDA"), operates as an electronic key to open certain lockboxes.
3. **Network and Service:** So long as the Keyholder makes all payments required by this Agreement, and otherwise complies with all provisions of this Agreement, CREB® will authorize and direct SentiLock to permit the Keyholder to have (a) a non- exclusive, non-transferable right to use the network developed by SentiLock, which network is necessary for the full use and operation of the Equipment (the "Network"), for the Term and (b) a non-exclusive, nontransferable license to use certain software from SentiLock for the purpose of updating the firmware embedded in the Equipment (the "Software"), for the Term, in both cases subject to such terms and conditions as SentiLock specifies from time to time. The Equipment, Software and Network are collectively referred to herein as the "Service." The Service is more fully described in the User's Guide published by SentiLock, which will be provided to the Keyholder and with which the Keyholder agrees to comply respecting use of the Service.
4. **Term:** This Agreement commences on the date set out above and ends upon termination of membership at CREB® ("Term"), unless terminated earlier or extended pursuant to the provisions of this Agreement. The Term shall automatically extend for successive additional one year periods (each, an "Extension Term"), to a maximum of seven such Extension Terms, unless (a) either party provides a written notice of non-extension at least 60 days in advance of expiry of the Term or an Extension Term, or (b) this Agreement is terminated in accordance with Section 14 or 15 below.
5. **Risk of Loss; Return of Equipment:** No loss, damage or destruction to the Equipment shall relieve the Keyholder of any obligation under this Agreement, except to the extent any such loss, damage or destruction is directly caused by the gross negligence of CREB®. Upon the Keyholder paying a replacement fee to CREB®, CREB® may issue replacement Equipment to the Keyholder.
6. **Security of Equipment:** The Keyholder will at all times during the Term and all renewals of this Agreement keep confidential the personal identification number for the Equipment and will not permit the use of the Equipment by unauthorized persons.
7. **Security of Software:** The Keyholder will at all times during the Term and all renewals of this Agreement keep confidential all security information relating to the Software and the Service, including but not limited to user names, passwords, and other identification and security features. The Keyholder will not permit the use of the PDA or the Service by unauthorized persons.
8. **Equipment and Software Fees and Payments:** The Keyholder will pay CREB® a monthly fee ("Key Management System Fee") of \$25.00 plus all applicable taxes, without setoff for any reason, for the Equipment and use of the Software and Service during the original Term and each extension of it. CREB® will issue an invoice for the Key Management System Fee each month to the Keyholder, and the Keyholder will pay each such invoice in accordance with CREB®'s policy for invoiced charges.
9. **Indemnification:** The Keyholder will indemnify, defend and hold harmless each of CREB® and SentiLock, and their respective directors, officers, agents, representatives, employees, successors and assigns (collectively, the "Indemnitees"), from and against any and all claims, demands, actions, losses, damages, injuries, obligations, liabilities and costs and expenses of every kind or nature (including legal fees, costs and expenses) incurred by the Indemnitees as a result of any third party action for damage or injury to premises or persons arising from the use, by the Keyholder or any other person, of the Service or any component thereof.
10. **Ownership:** Keyholder hereby acknowledges and agrees that the Network and Software are and shall at all times remain the property of SentiLock, and the Equipment remains the property of CREB®. All additions, attachments, replacement parts and repairs to the Equipment, and any replacements to the Equipment, are deemed part of the Equipment and are the property of CREB®. The Software and all applicable rights in patents, copyrights, trade secrets, and trademarks are and at all times remain the property of SentiLock.
11. **CREB® Rules:** The Keyholder must comply with the Rules and Regulations relating to the use of the Service (which are set forth in SentiLock's User's Guide) and with the Rules of CREB® respecting the Service.
12. **Access:** The Keyholder must perform their due diligence in verifying the identity of members or others prior to providing access. In addition, the Keyholder is accountable for the property regardless of whether or not it is a member of organized real estate who accesses the property when using digital access (SentiConnect). Access codes (One Day Code) are only permitted to be used when the keybox is malfunctioning and cannot be opened using digital access (SentiConnect) or SentiKey RE by a member of organized real estate.
13. **Nature of Service and Equipment:** The Keyholder acknowledges that the Service is a marketing convenience key-control system, and neither the Service, nor any other SentiLock product or the PDA used in connection with the Service, is a security system.

14. **CREB® Agreement With SentiLock:** The Keyholder acknowledges that, in order to make the Service available to the Keyholder, SentiLock and CREB® have entered into an agreement (the "Master Agreement"), that provides, among other things, the terms under which SentiLock will provide the Service to CREB®, CREB® and SentiLock may agree to modify the nature of the Service from time to time, or to terminate the Master Agreement. Except as the rights and obligations of the Keyholder and CREB® under this Agreement may be affected as described in the two preceding sentences, the rights and obligations between the Keyholder and CREB® with respect to the Service are governed solely by the terms and conditions of this Agreement. CREB® is not liable to Keyholder for any loss or damage suffered by the Keyholder as a result of any breach of the Master Agreement by CREB®, modification of the Service or termination of the Master Agreement.
15. **Representation and Covenants:** The Keyholder covenants and agrees that:
- (a) neither CREB® nor SentiLock shall be liable for any compensatory, direct, indirect, incidental, consequential, aggravated, 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 the Keyholder has been advised of the possibility of such damages.
 - (b) The Keyholder will provide CREB® with written notice of any legal proceeding or arbitration in which the Keyholder is named as a defendant and that alleges loss or damage to any party arising from the Keyholder's use of the Software or the Service or which alleges any defect or failure in the Software or Service, within five days after the Keyholder receives written notice of such action.
 - (c) The obligations set forth in this Section shall survive termination of this Agreement.
16. **Default and Remedies:**
- (a) Each of the following is an Event of Default by the Keyholder under this Agreement:
 - (i) the Keyholder's failure to pay, for any reason, any amount required under this Agreement within 15 days after the date that such payment is due;
 - (ii) the commencement of either an involuntary or voluntary action under any bankruptcy, insolvency or other similar; 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 60 days after it was commenced; or
 - (iii) any other breach of this Agreement, which breach is not remedied within 30 days after CREB® gives the Keyholder written notice of such breach.
 - (b) Upon the occurrence of an Event of Default by the Keyholder, CREB® 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;
 - (ii) direct SentiLock to temporarily or permanently deactivate the Keyholder's access to the Service or any component of Service; and
 - (c) If CREB® terminates this Agreement due to an Event of Default by the Keyholder, then the Keyholder must immediately pay CREB® all amounts due pursuant to this Agreement, including but not limited to unpaid Key Management System Fees and (where applicable) damages for Keyholder's failure to return or remove the Software.
 - (d) If CREB® deactivates the Service due to an Event of Default by the Keyholder under this Agreement but does not otherwise terminate this Agreement, CREB® will reactivate the Service within two business days after the last of: (i) the Keyholder's written request for reactivation, (ii) the Keyholder's curing of all then-existing Events of Default, and (iii) the Keyholder's payment of all outstanding amounts owed under this Agreement at the time in question, including and legal fees and expenses incurred by CREB® arising from the Keyholder's Events of Default.
 - (e) If CREB® incurs any legal fees, costs or expenses arising from the Keyholder's Event(s) of Default, including but not limited to costs incurred in collection of payment of any amount due under this Agreement, then the Keyholder must pay CREB® the amount of such fees, expenses and costs.
 - (f) The Keyholder waives all rights to use of the Software or the Service or any component thereof after the occurrence of an Event of Default, and waives all claims or losses caused by or related to any termination of use of the Software or the Service arising from such Event(s) of Default.
 - (g) CREB®'s rights and remedies are cumulative, not exclusive, and no exercise of any remedy precludes the exercise of another remedy.
17. **Other Termination:** The Keyholder may terminate this Agreement at any time by providing CREB® a copy of an alternative SentiLock agreement signed by the Keyholder and SentiLock or with the approval of CREB®. Additionally, the Keyholder must pay CREB® any amounts owing pursuant to this Agreement prior to such termination, including but not limited to any Lockbox System Fees owing prior to such termination which remain unpaid. CREB® may terminate this Agreement upon termination of its Master Agreement with SentiLock, for any reason, including without limitation, default by CREB® under the Agreement or an upgrade of the Service by CREB®. Upon termination, the Keyholder shall be obligated to satisfy the obligations set forth in Section 5. In no case is the Keyholder entitled to any refund of any Key Management System Fees previously paid by the Keyholder.
18. **Notices:** Any notice contemplated by this Agreement must be given in writing (which, for this Agreement, includes facsimile telecopier transmissions and electronic mail) and must be delivered by (a) hand delivery, (b) facsimile telecopier, (c) prepaid registered mail with delivery confirmation, (d) overnight delivery service, or (e) electronic mail. The Keyholder's address for service is that on file from time to time with CREB® for the Brokerage Name set forth in the signature block of this Agreement, or for CREB® at 300 Manning Road NE, Calgary, Alberta or to such other address as a party shall subsequently specify to the other party in writing. Any notice delivered as provided for in this Agreement is not effective until the first weekday (that is not a statutory holiday in Alberta) after the day it is delivered, and "delivered" means actual arrival at the address provided for in this Agreement for the addressee, in legible form (or where sent by facsimile telecopier or electronic mail, produced and printed).
19. **Warranty:** No items of Equipment used in connection with the Service are warranted against defects in workmanship and/or materials directly by CREB®, for the term of the Agreement, with the exception of any warranty that may be offered by SentiLock directly to purchasers of the Equipment, as long as purchasers maintain active status with CREB®, and based solely upon the warranty provisions as stated by SentiLock. On non-warranty equipment, purchasers are solely responsible for repair and/or replacements costs charged by SentiLock and/or CREB®.
20. **General Provisions:** This Agreement constitutes the entire agreement between CREB® and the Keyholder relating to the license of the Software and use of the Service. 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. This Agreement may be amended or modified only by a written agreement signed by CREB® and the Keyholder. This Agreement cannot be assigned by the Keyholder except with the written consent of CREB®. 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 later breach. All agreements, representations and warranties contained in this Agreement survive the expiration or other termination of this Agreement. If any provision of this Agreement is unenforceable, such unenforceability shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement is governed by the laws of the Province of Alberta. This Agreement is binding upon and endures to the benefit of CREB® and its successors and assigns, and Keyholder and its permitted successors and assigns.

Initials

CREB®	Keyholder

AGREEMENT DATE:

.....
Day Month Year

CREB[®] and the individual described below (“User”) agree that this page and the Terms and Conditions attached to this page are the agreements between CREB[®] and User with respect to User’s Access to the System.

For the purposes of this Agreement, the defined terms below have the meanings set out below:

Name:

Brokerage Name:

Brokerage Address:

City:

Postal Code:

Cell Number:

E-Mail:

User Type:

- CREB[®] Associate
- CREB[®] Associate Unlicensed Assistant
- Contract Subscriber

User Signature:

FOR OFFICE USE ONLY

SIGNED:
CREB[®]

By:

INITIALS

Verified Government Issued ID

PLEASE READ THIS LICENSE AGREEMENT AND OUR PRIVACY POLICY (THE "AGREEMENT") CAREFULLY BEFORE YOU LOG ONTO AND/OR ACCESS THE MATRIX™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® SYSTEM.

MATRIX™ MLS® SYSTEM LICENSE AGREEMENT AND PRIVACY POLICY

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE MATRIX™ MLS® SYSTEM BETWEEN YOU AND CORELOGIC AND SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING. THIS AGREEMENT APPLIES TO THE MATRIX™ MLS® SYSTEM AND ANY AND ALL MATRIX™ MLS® 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™ MLS® System ("Matrix™ MLS® 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™ MLS® System to its members. This agreement grants you a license to use the Matrix™ MLS® System and to access various stored data elements subject to the terms described herein.

2.0. RIGHT TO ACCESS THE MATRIX™ MLS® SYSTEM.LOGON.

Matrix™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® System; (b) disable any license or control features of the Matrix™ MLS® System; (c) license, sublicense, rent, or sell the Matrix™ MLS® System (or any portion thereof), or (d) use the Matrix™ MLS® 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™ MLS® 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™ MLS® System in order to retain the license granted for the Matrix™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® System and/or otherwise accessing the Matrix™ MLS® 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™ MLS® 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.

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6.0. LIMITED WARRANTY; REMEDY; DISCLAIMER.

6.1. WARRANTY AND REMEDY - THE MATRIX™ MLS® SYSTEM.

For your benefit alone, CoreLogic warrants for the term of this Agreement that the Matrix™ MLS® System will perform substantially in accordance with the end-user documentation that is available online on the Matrix™ MLS® 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™ MLS® System, any software delivered under this Agreement, or your modification or use of the Matrix™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® 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™ MLS® System is offered. You are responsible for regularly reviewing these terms and conditions. Continued use of the Matrix™ MLS® 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.

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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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