

UNLICENSED ASSISTANT AGREEMENT

This agreement is between the Unlicensed Assistant, Member (if applicable), and Brokerage listed below, and the following real estate boards (the "**Boards**"): Real Estate Board of Greater Vancouver ("**Vancouver**"), Fraser Valley Real Estate Board ("**Fraser Valley**"), Chilliwack & District Real Estate Board ("**Chilliwack**"), BC Northern Real Estate Board ("**BC Northern**"), and Kootenay Real Estate Board ("**Kootenay**")

BACKGROUND

The Unlicensed Assistant, Member and Brokerage want the Unlicensed Assistant to have access to the Technologies (defined in Schedule A).

AGREEMENT

1. **End User Agreement.** The Unlicensed Assistant agrees to the End User Agreement attached as Schedule A. The End User Agreement forms part of this Unlicensed Assistant Agreement.
2. **Term.** The term of this agreement will be one year from the date of the Boards' signature below. This agreement, and the Unlicensed Assistant's access to the Technologies, will terminate at the end of the term. Any renewal of the term must be in writing and signed by the parties to this agreement.
3. **Member and Brokerage's Obligations.** The Member and Brokerage will:
 - (a) ensure the Unlicensed Assistant complies with this agreement (including the attached End User Agreement and all rules and policies referred to in it), and
 - (b) be responsible and liable for the Unlicensed Assistant's use of the Technologies and non-compliance with this agreement; and
 - (c) inform the Boards immediately of any changes in the Unlicensed Assistant's status (e.g. if the Unlicensed Assistant is no longer an employee or contractor of the Member).
4. **Representations and Warranties.** The Unlicensed Assistant, Member and Brokerage represent and warrant to the Boards that:
 - (a) the Unlicensed Assistant is an individual and not a corporate entity;
 - (b) the Unlicensed Assistant is employed by, or is under a services contract with, the Member;
 - (c) the Unlicensed Assistant(s) is not trading (and will not trade) in real estate and is (and will remain) in complete compliance with the *Real Estate Services Act*.
5. **Access Codes.** All Access Codes (defined in Schedule A) are non-transferable. The Unlicensed Assistant, Member and Brokerage must keep all Access Codes confidential. The Unlicensed Assistant may only use his or her Access Codes for the purposes and to the extent permitted by the Boards.
6. **Indemnity.** The Unlicensed Assistant, Member and Brokerage will jointly and severally indemnify the Boards and hold the Boards harmless from and against all damages, injuries, liabilities, costs, expenses and legal fees that the Boards may incur in connection with the Unlicensed Assistant's use of the Data and Technologies or the Unlicensed Assistant's breach of any obligation, representation or warranty in this agreement.

<p>UNLICENSED ASSISTANT:</p> <p>Name: _____ (please print)</p> <p>Signature: _____</p> <p>Phone: _____</p> <p>E-mail: _____</p> <p>Date: _____</p>	<p>MEMBER:</p> <p>Name: _____ (please print)</p> <p>Signature: _____</p> <p>Member #: _____</p> <p>Date: _____</p>
<p>BROKERAGE:</p> <p>Brokerage Name: _____</p> <p>Brokerage #: _____</p> <p>Managing Broker Name: _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>THE BOARDS:</p> <p>By: _____ (Authorized Signatory)</p> <p>Date: _____</p> <p>MMSI # V _____</p>

SCHEDULE A

TERMS AND CONDITIONS

END USER AGREEMENT

Please read this document carefully. It significantly alters your legal rights and remedies.

BACKGROUND

What is this document?

This is a legal contract between you and the following real estate boards (the “**Boards**”): Real Estate Board of Greater Vancouver (“**Vancouver**”), Fraser Valley Real Estate Board (“**Fraser Valley**”), Chilliwack & District Real Estate Board (“**Chilliwack**”), BC Northern Real Estate Board (“**BC Northern**”), and Kootenay Real Estate Board (“**Kootenay**”).

What data does this contract cover?

This contract applies to all data and information you obtain from or through any of the Boards, either directly or through third parties or third party applications (the Boards call this the “**Data**”). The Data includes MLS® data, Boards’ membership data, assessment data, statistical information, tax records, confidential information, personal information, and other information.

What technology and services does this contract cover?

This contract applies to all technology and services you use or obtain from or through any of the Boards (the Boards calls these the “**Technologies**”). The Technologies include Fusion (residential and commercial), realtorlink.ca, Mobile.bcmls.net, WEBForms™, Touchbase, SentiLock and other technologies and services.

What if I already signed an Unlicensed Assistant Agreement?

If you are an unlicensed assistant and you have already signed an Unlicensed Assistant Agreement with the Boards, then the Unlicensed Assistant Agreement remains in effect and will govern if there is any conflict or inconsistency with this contract.

AGREEMENT

7. **You.** You represent and warrant to the Boards that you are a member in good standing of one or more of the Boards (a “**Member**”) or that you are an unlicensed assistant of a Member and you have: (a) signed an Unlicensed Assistant Agreement with the Member, the Member’s Brokerage and the Boards, and (b) that Unlicensed Assistant Agreement is in good standing and you have permission from the Member, the Member’s Brokerage and the Boards to access the Technologies and Data.
8. **Licence.** The Boards hereby grant you a non-exclusive, non-transferable licence (the “**Licence**”) to access and use the Data and the Technologies for the sole purpose of appraising, marketing, or facilitating the sale of properties in the normal course of your business (if you are a Member) or in the normal course of your Member’s business (if you are an assistant), in accordance with the terms and conditions of this Agreement.
9. **Rules.** Whenever you access, use or otherwise deal with any of the Data or Technologies, you must comply with all:
 - (a) applicable laws;
 - (b) applicable rules, regulations, bylaws and policies of the Boards in effect from time-to-time (including the Rules of Cooperation of the Chilliwack, Fraser Valley and Vancouver boards, the rules posted on or in the Technologies, the MLS® rules, and all other data access and security rules, and IDX and VOW rules), all of which are freely accessible to any member of the Board;

- (c) applicable rules imposed by other real estate boards, assessment authorities and any third parties who have provided any of the Data or Technologies; and
- (d) other rules, policies and procedures communicated by the Boards to you from time-to-time.

10. Restrictions. You must not do any of the following without the Boards' prior written consent:

- (a) reverse engineer, de-compile, hack, disable, disrupt, interfere with, disassemble, copy, decrypt, reassemble, supplement, translate, adapt or enhance any of the Data or Technologies or the underlying source code of any of the Technologies;
- (b) upload to or transmit from any of the Technologies anything that (if reproduced, published, transmitted or used) may:
 - i) be defamatory, threatening, abusive, obscene, pornographic, harmful or invasive of anyone's privacy,
 - ii) violate any law including intellectual property, privacy or other laws, or
 - iii) give rise to civil or other liability;
- (c) upload to or transmit from any of the Technologies any data, file or software that contains a virus, Trojan horse, worm or other harmful component;
- (d) use any of the Data or Technologies for spamming, other advertising, or other bulk message transmission;
- (e) remove any proprietary or other notice from any of the Data or Technologies;
- (f) avoid, circumvent, or disable any access control technology, security device, procedure, protocol, or technological protection mechanism that may be included or established in any of the Data or Technologies;
- (g) copy, modify, distribute, disclose, upload, display, demonstrate or sub-license any of the Technologies;
- (h) rent, lease, or transfer any rights in—or permit any third party to use or access—any of the Technologies; or
- (i) use, copy, modify, distribute, disclose, upload, display, demonstrate or sub-license any of the Data, or create derivative works based on any of the Data, except that you may copy and distribute the Data for the sole purpose of appraising, marketing, or facilitating the sale of properties in the normal course of your business (if you are a Member) or in the normal course of your Member's business (if you are an assistant).

11. Fees. You must pay any applicable fees set from time to time by the Boards in connection with your use of any of the Technologies, or you must immediately stop using those Technologies.

12. Statistical Information. You may only use statistical Data for the sole purpose of appraising, marketing, or facilitating the sale of properties in the normal course of your business (if you are a Member) or in the normal course of your Member's business (if you are an assistant). If you use any statistical Data in your promotional materials, you must clearly acknowledge the source of those materials in your promotional materials.

13. Confidentiality and Privacy. You must keep all Data confidential, except to the extent that you are permitted to disclose that data by the Boards. You must not collect, use or disclose any third party's personal information without their consent unless you are otherwise permitted by law to do so.

14. Your Privacy and Electronic Message Consent. You consent to the Boards' collection, use and disclosure of your personal information for the purposes of:

- (a) communicating with you (including via email, instant messaging, telephone and other electronic communications) regarding the Data, Technologies or this Agreement,
- (b) tracking and confirming your compliance with this Agreement; and
- (c) providing services in respect of the Technologies.

15. **Termination and Suspension.** In addition to any other available remedies, the Boards may suspend or terminate the Licence and your access to the Data or Technologies:
 - (a) if you fail to comply with any of the terms or conditions in this Agreement, or if any of your representations or warranties to the Boards is or become untrue; or
 - (b) as permitted by applicable rules, such as the Rules of Cooperation; or
 - (c) if you cease to be a Member in good standing (or, if you are an assistant, if your Member ceases to be a Member in good standing); or
 - (d) for convenience by giving you 30 days' written notice of termination.
16. **Effect of Termination.** Upon termination of the Licence with respect to any of the Data and Technologies, you will immediately cease all use of that portion of the Data and Technologies, and you will permanently delete all copies of the Data and Technologies in your possession or control.
17. **Equipment.** You will be solely responsible for obtaining all computer equipment and internet connections required to access the Data and Technologies. The Boards will not be responsible for the workings or failures of your computer equipment, network, software or Internet access.
18. **Passwords and Keys.** You will maintain the confidentiality and security of all usernames, passwords and access keys issued to you (collectively, the "**Access Codes**"). Without limiting the previous sentence, you must not give any of your Access Codes to any service provider or other third party, and you must not allow any service provider or other third party to obtain any of your Access Codes. You will immediately notify the Boards in writing if you become aware of any unauthorized use of any of your Access Codes or any other security breach regarding the Data or Technologies. You will be responsible for all activities conducted under your Access Codes. The Boards may revoke a username, password or access key at any time for any reason, and you will immediately comply with the Boards' request to stop using that username, password and key.
19. **Modifications.** From time to time, the Boards may in their sole discretion add new features to the Data and Technologies, remove existing features from the Data and Technologies, or otherwise modify or change the Data and Technologies (including their functionality, visual design, "look-and-feel", universal resource locators and software components). The Boards may also modify this agreement by posting a modified version if it on realtorlink.ca or by giving you a copy of the modified agreement. The modifications will be effective upon posting or after you have been given a copy of them; however, the Boards may also require you to explicitly accept the modifications before granting you continued access to the Technologies.
20. **Disclaimer.** THE DATA AND TECHNOLOGIES ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE DATA MIGHT NOT BE ACCURATE OR CORRECT, AND YOUR ACCESS TO THE DATA AND TECHNOLOGIES MIGHT BE INTERRUPTED. FURTHERMORE, THE DATA AND TECHNOLOGIES MAY BE UNAVAILABLE FROM TIME-TO-TIME DUE TO ROUTINE MAINTENANCE, UPGRADES, HARDWARE AND SOFTWARE MALFUNCTIONS, REPAIRS, POWER OUTAGES, HACKERS, DENIAL OF SERVICE ATTACKS AND UNFORESEEABLY LARGE SERVICE DEMANDS. THE BOARDS DISCLAIM ALL TERMS, CONDITIONS, GUARANTEES, REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, STATUTORY AND OTHERWISE), IN RESPECT OF THE DATA AND TECHNOLOGIES, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
21. **Limitation of Liability.** YOU USE THE DATA AND TECHNOLOGIES AT YOUR OWN RISK. THE BOARDS WILL NOT BE LIABLE TO YOU FOR ANY LOSS SUFFERED IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE DATA AND TECHNOLOGIES. WITHOUT LIMITING THE PREVIOUS SENTENCE, THE BOARDS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE DATA OR THE TECHNOLOGIES.
22. **Maximum Liability.** IF, DESPITE THE ABOVE LIMITATIONS, THE BOARDS BECOME LIABLE TO YOU IN RESPECT OF THE DATA OR TECHNOLOGIES, THAT LIABILITY WILL BE LIMITED TO

THE FEES YOU PAID TO THE BOARDS FOR YOUR USE OF THE DATA AND TECHNOLOGIES IN THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

23. **Indemnity.** YOU WILL INDEMNIFY THE BOARDS AND HOLD THE BOARDS HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES, LIABILITIES, COSTS, EXPENSES AND LEGAL FEES THAT THE BOARDS MAY INCUR IN CONNECTION WITH YOUR USE OF THE DATA AND TECHNOLOGIES OR YOUR BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT. IF YOU ARE A MEMBER OF ONE OR MORE OF THE BOARDS (OR IF AT THE TIME OF THE DAMAGE/INJURY/LIABILITY YOU WERE A MEMBER OF ONE OR MORE OF THE BOARDS) YOU WILL ALSO WILL INDEMNIFY THE BOARDS AND HOLD THE BOARDS HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES, LIABILITIES, COSTS, EXPENSES AND LEGAL FEES THAT THE BOARDS MAY INCUR IN CONNECTION WITH YOUR ASSISTANTS' USE OF THE DATA AND TECHNOLOGIES OR YOUR ASSISTANTS' BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT.
24. **Intellectual property.** As between you and the Boards, the Boards or their licensors own all right, title and interest in the Technologies and Data, all modifications and additions thereto, and all intellectual property therein.
25. **Governing law.** This Agreement will be governed by and construed in accordance with the laws in effect in British Columbia. You consent to the exclusive jurisdiction of the British Columbia courts for hearing any disputes arising under or in relation to this Agreement.
26. **General.** Waiver: No waiver, delay, or failure to act by the Boards regarding any particular default or omission will prejudice or impair any of the Boards' rights or remedies regarding that or any subsequent default or omission. Entire Agreement: This Agreement, the rules described in section 9, and all applicable Unlicensed Assistant Agreements, supersede all prior agreements of the parties regarding the Data and Technologies, and constitute the whole agreement with respect to that subject matter. Assignment and Sublicensing: You may not assign or sublicense this Agreement or any of your rights under this Agreement without our prior written consent, which may be withheld without cause. Enurement: This Agreement will enure to the benefit of and be binding upon the parties and their lawful successors and permitted assigns. Force Majeure: No party will be liable for any non-performance or delay in performance by that party that is due wholly or in part to fire, flood, any act of God, riot, act of war (whether or not declared), terrorism, change in law or any other cause beyond the reasonable control of the party.