VOW AGREEMENT – MEMBERS

This agreement is between the Chilliwack and District Real Estate Board (the “Board”) and the Member, listed in the signature lines below.

BACKGROUND

A. The Board maintains a proprietary database (the “MLS® Database”) of text, images and related information pertaining to properties listed for sale (the “MLS® Data”).

B. The Board provides a datafeed (the “VOW Datafeed”) (Through REB 2) containing certain MLS® Data as selected by the Board from time to time (the “VOW Data”) for use in connection with virtual office websites operated by members of the Board in accordance with the terms of this agreement (each, a “VOW”).

C. The Member wants access to the VOW Datafeed on the terms of this agreement.

D. The Member may engage a person (the “Service Provider”) who has entered an agreement (the “Third Party Agreement”) with REB 2 through the Board, to provide services to the Member in respect of the establishment and operation of a VOW. The Member may direct the Board to make the VOW Datafeed available to the Service Provider on behalf of the Member.

AGREEMENT

1. **Member.** The Member represents and warrants to the Board that they are a member in good standing of the Board.

2. **Rules.** Whenever the Member accesses, uses or otherwise deals with any of the VOW Data, they must comply with:

   (a) Section 8 & 9 of the Rules of Cooperation, attached as Schedule A, as amended by the Board from time to time (the “VOW Policy”);

   (b) all other applicable rules, regulations, bylaws and policies of the Board in effect from time to time;

   (c) all applicable rules imposed by other real estate Board, assessment authorities and any third parties who have provided any of the VOW Data;

   (d) all other rules communicated by the Board from time to time; and

   (e) all applicable laws.

3. **VOW Datafeed.** The Board will authorize access to the VOW Datafeed via the method and format selected by the Board from time to time. Members who wish to access VOW Data that had been
archived by the Board for use in their VOW must make a special request to the Board, which the Board will address in accordance with the VOW Policy.

4. **Licence.** Subject to the terms and conditions of this agreement, the Board hereby grants the Member a licence to access, use and display the VOW Data on the Member's secure and password-protected VOW for the sole purpose of appraising, marketing, or facilitating the sale, purchase or lease of properties of bona fide customers in the normal course of the Member's business.

The above licence (the “Licence”) is non-exclusive, non-transferable and non-sublicensable.

5. **Restrictions.** The Member must not do any of the following without the Board's 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 VOW Data or VOW Datafeed;

(b) upload to or transmit from the Member’s VOW or the VOW Datafeed 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 the Member’s VOW or the VOW Datafeed any data, file or software that contains a virus, Trojan horse, worm or other harmful component;

(d) use any of the VOW Data for spamming or other bulk message transmission;

(e) remove any proprietary or other notice from any of the VOW Data;

(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 VOW Datafeed;

(g) rent, lease, or transfer any rights in—or permit any third party to use or access—any of the VOW Data or the VOW Datafeed; or

(h) use, copy, modify, distribute, disclose, upload, display, demonstrate or sub-license any of the VOW Data, or create derivative works based on any of the VOW Data, except as explicitly permitted by the Licence.

6. **Board Access.** The Member will allow and assist the Board to access and review the Member's VOW and the systems, equipment and connections used to provide the Member's VOW, from time to time upon the Board’s request.

7. **Liability.** The Member will cause the Service Provider to comply with all of the Service Provider's obligations under its Third Party Agreement in respect of the establishment and operation of the Member's VOW and VOW Data obtained from the Board in respect of the Member. The Member will also be responsible for any breach of this agreement by a third party who receives any VOW Data that was provided under this agreement to the Member or the Service Provider.
8. **Fees.** The Member must pay any fees set from time to time by the Board in connection with the VOW Datafeed, or the Member must immediately stop using the VOW Datafeed. All fees are non-refundable.

9. **Confidentiality and Privacy.** The Member must:
   
   (a) keep all VOW Data confidential, except to the extent that the data is generally known to the public, or the disclosure is explicitly permitted by the VOW Policies;
   
   (b) use reasonable security precautions to protect the VOW Data;
   
   (c) maintain an audit trail of all activities on the Member’s VOW, and provide the Board with copies of that audit trail upon request if the Board believes there has been or may have been a breach of security or of any obligation in this agreement;
   
   (d) not collect, use or disclose any individual’s personal information under this agreement without their consent unless otherwise permitted by applicable privacy laws;
   
   (e) promptly notify the Board in writing of any known or suspected breach of privacy or confidentiality relating to any of the VOW Data or this agreement; and
   
   (f) promptly take all reasonable steps to prevent or minimize the damage caused by the above breach.

10. **Access Codes.** The Member will maintain the confidentiality and security of all usernames, passwords and access keys issued under this agreement (the “Access Codes”). Without limiting the previous sentence, the Member must not give any of the Access Codes to the Service Provider or to any third party, and must not allow the Service Provider or any third party to obtain any of the Access Codes. The Member must establish and maintain security procedures acceptable to the Board to prevent unauthorized use of the Access Codes. The Member will immediately notify the Board in writing if the Member becomes aware of any unauthorized use of any of the Access Codes or any other security breach regarding the VOW Data or the VOW Datafeed. The Member will be responsible for all activities conducted under the Member’s Access Codes. The Board may revoke a username, password or access key at any time for any reason, and the Member will immediately comply with the Board’s request to stop using that username, password and key.

11. **URLs.** The Member must report to the Board any and all Universal Resource Locators (“URLs”) they will use for the provision of a VOW prior to or upon this agreement coming into effect. Thereafter, they must report promptly to the Board any changes in such URLs.

12. **Member’s Consent.** The Member consents to the Board’s collection, use and disclosure of the Member’s personal information for the purposes of:
   
   (a) communicating with the Member (including via email, instant messaging, telephone and other electronic communications) regarding the VOW Data, the VOW Datafeed or this Agreement,
   
   (b) tracking and confirming the Member’s compliance with this agreement; and
   
   (c) providing services in respect of the VOW Datafeed.

13. **Solicitation.** The Member must ensure that the users of the Member’s VOW (the “Users”) and the Service Provider do not use VOW Data for the purpose of soliciting or contacting any individuals identified in or through the VOW Data other than personnel of brokerages.
14. **Liability for Users.** The Member will be liable for any breach by a User of the Terms of Use, Rules of Cooperation, or this agreement.

15. **Termination and Suspension.** In addition to any other available remedies, the Board may at any time suspend or terminate the Licence and this agreement:

   (a) if the Member fails to comply with any of the terms or conditions in this Agreement, or if any of the Member’s representations or warranties to the Board is or becomes untrue;

   (b) as permitted by the VOW Policy;

   (c) if the Member ceases to be a member in good standing of the Board;

   (d) if the Member becomes bankrupt or insolvent; or

   (e) for convenience by giving the Member 30 days’ written notice of termination.

The Member may terminate this agreement for convenience upon 30 days’ written notice to the Board and the other parties.

16. **Effect of Termination.** Upon termination of the Licence, the Member will immediately cease all use of the VOW Data and VOW Datafeed, and will permanently and securely delete all copies of the VOW Data in their possession or control. Sections 6, 7, 9-14 and 18-24 will survive termination.

17. **Equipment.** The Member will be solely responsible for obtaining all computer equipment and internet connections required to access the VOW Data and VOW Datafeed. The Board will not be responsible for the workings or failures of that computer equipment, network, software or Internet access.

18. **Modifications.** From time to time, the Board may in its sole discretion add new features to the VOW Data and VOW Datafeed, remove existing features from the VOW Data and VOW Datafeed, or otherwise modify or change the VOW Data and VOW Datafeed.


20. **Limitation of Liability.** THE MEMBER USES THE VOW DATA AND VOW DATAFEED AT THEIR OWN RISK. THE BOARD AND ITS OFFICERS, DIRECTORS AND OTHER REPRESENTATIVES WILL NOT BE LIABLE TO THE MEMBER FOR ANY LOSS SUFFERED IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE VOW DATA OR VOW DATAFEED. WITHOUT LIMITING THE PREVIOUS SENTENCE, THE BOARD WILL NOT BE LIABLE TO THE MEMBER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE VOW DATA OR THE VOW DATAFEED.

21. **Maximum Liability.** IF, DESPITE THE ABOVE LIMITATIONS, THE BOARD BECOMES LIABLE TO THE MEMBER IN RESPECT OF THE VOW DATA OR VOW DATAFEED, THAT LIABILITY
WILL BE LIMITED TO THE FEES THE MEMBER PAID TO THE BOARD FOR THE USE OF THE VOW DATA IN THE 3 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

22. **Indemnity.** THE MEMBER WILL DEFEND AND INDEMNIFY THE BOARD AND HOLD THE BOARD HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES, LIABILITIES, COSTS, EXPENSES AND LEGAL FEES THAT THE BOARD MAY INCUR IN CONNECTION WITH THE MEMBER’S USE OF THE VOW DATA OR VOW DATAFEED, OR THE MEMBER’S BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT.

23. **Intellectual property.** As between the Board and the other parties to this agreement, the Board or its licensors own all right, title and interest in the MLS® Database, the MLS® Data, the VOW Datafeed and the VOW Data, all modifications thereto, and all intellectual property therein.

24. **Governing law.** This Agreement will be governed by and construed in accordance with the laws in effect in British Columbia. The Members consent to the exclusive jurisdiction of the British Columbia courts for hearing any disputes arising under or in relation to this Agreement.

25. **General.** Waiver: No waiver, delay, or failure to act by the Board regarding any particular default or omission will prejudice or impair any of the Board’s rights or remedies regarding that or any subsequent default or omission. **Entire Agreement:** This agreement, the VOW Policy, and any Third Party Agreement supersede all prior agreements of the parties regarding the VOW Data and VOW Datafeed, and constitute the whole agreement with respect to that subject matter. **Assignment and Sublicensing:** The Member may not assign or sublicense this agreement or any of their rights under this Agreement without the Board’s 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.

Agreed by the parties as of __________, ______:

**MEMBER:**

________________________________________________________

Signature

Name: ___________________________________________________

Member#: _____________________________________________

**Chilliwack and District Real Estate Board**

by: ___________________________________________________

Stephen Lerigny

Executive Officer
SCHEDULE A
VOW POLICY

SECTION 8 – ADVERTISING
8.01 Advertising - General
Members shall not advertise in any manner that is false or misleading, prohibited by law or restricted by
the seller. Members must ensure that any signage is in compliance with all local government signage
regulations.

8.02 Price and Terms Authorized by Seller in Writing
No Member may offer or advertise a property at a price or terms other than the price and terms as
authorized in writing by the seller.

8.03 Advertising Another Member’s Listings
Subject to Sections 8.04 and 8.05, advertising, in any form whatsoever, of a listed property by any
Member other than the Listing Brokerage shall only be done with the prior approval of the Listing
Brokerage, unless otherwise indicated in the listing contract.

8.04 Advertising Another Member’s Listings on the Internet
Where Reciprocity has been adopted by a Board, a Member may republish another Member’s listings on
the Internet in accordance with MLS® Reciprocity described in Section 8.12.

8.05 Advertising by Cooperating Brokerage
A Cooperating Brokerage, after publication on the MLS® System of the sale of that property, may
advertise their involvement in the sale of that property and may include in such advertisement only MLS®
Reciprocity Data as described in these Rules of Cooperation. Any advertising by a Cooperating
Brokerage of a sold property must include the name of the Listing Brokerage.

8.06 Advertising of Sale Price
A sale price shall not be advertised prior to that information being publicly available through a government
registry, unless prior approval is provided by both buyer and seller in writing.

8.07 “SOLD” Signs
The privilege of placing “SOLD” signs on a property within the jurisdictional area of the Board shall be at
the discretion of the seller. The Cooperating Brokerage may, through the Listing Brokerage, request
permission from the seller to place a sold sign on a property subject to all local government signage
regulations.

8.08 Public Representations
Any advertisement, publication or other form of public representation made by or on behalf of any
Member must be factual and clearly demonstrate the criteria upon which such representations are based
including, without limitation, the period of time over which such representations are based.

8.09 Reproduction of Board Information
Any representation which includes the reproduction of information generated by the Board must include
the disclaimer which accompanied the information in its original form or the following notice:
“NOTE: this representation is based in whole or in part on data generated by the Chilliwack & District
Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver which
assume no responsibility for its accuracy.”
8.10 Other Advertising Requirements
In addition to the Rules of Cooperation, Members should make themselves aware of any advertising
guidelines/policies contained in the Board’s Code of Ethics and Standards of Business Practice and in the
Real Estate Council of B.C.’s “Professional Standards Manual”.

8.11 Medallion/President’s Club Advertising
Members should refer to the Medallion/President’s Club Policies for advertising policies specific to the
Medallion/President’s Club. Medallion/President’s Club Policies are enforceable under these Rules of
Cooperation.

8.12 MLS® Reciprocity
In this section the following terms have the following meanings:
“Detail Display” means enlarged photo, the MLS® number and additional text display of individual
properties selected from a Thumbnail Display;

“MLS® Reciprocity” means a program which enables MLS® Reciprocity Participants to display on their
MLS® Reciprocity Internet Websites the listings of MLS® Reciprocity Corporate Members in accordance
with this Section 8;

“MLS® Reciprocity Active Member” means an active Member of the Board whose license is issued and
maintained in an office of an MLS® Reciprocity Corporate Member;

“MLS® Reciprocity Corporate Member” means a corporate Member of the Board that has not advised the
Board in writing that it does not wish to take part in MLS® Reciprocity;

“MLS® Reciprocity Data” means the MLS® property data as prescribed by the Board from time to time
relating to the listings of MLS® Reciprocity Corporate Members, which is made available by the Board to
MLS® Reciprocity Participants from time to time for display on MLS® Reciprocity Internet Websites;

“MLS® Reciprocity Internet Website” means an internet website controlled and operated by an MLS®
Reciprocity Participant or a feature of such internet website where the MLS® Reciprocity Participant
displays the listings of MLS® Reciprocity Corporate Members subject to the rules of the Board and the
oversight, supervision and accountability of the MLS® Reciprocity Participant;

“MLS® Reciprocity Logo” means a logo designed and approved by the Board for use in association with
MLS® Reciprocity;

“MLS® Reciprocity Participant” means:
(a) an MLS® Reciprocity Corporate Member that is a party to an executed “MLS® Reciprocity
   – Corporate Member Agreement” with the Board which has not expired or been terminated,
   and

(b) an MLS® Reciprocity Active Member who is a party to an executed “MLS® Reciprocity
   – Salesperson Agreement” with the Board which has not expired or been terminated;

“MLS® Reciprocity Thumbnail Icon” means an icon designed and approved by the Board identifying
MLS® Reciprocity in a Thumbnail Display. The MLS® Reciprocity Thumbnail Icon shall be at least 35
pixels by 35 pixels;

“Scraping” means use of a software program or other method to extract photographs and text from an
MLS® Reciprocity Internet Website for use on an internet website other than an MLS® Reciprocity
Internet Website or for use in any manner except as permitted by this Section 8;

“Thumbnail Display” means a summary display of one or more property listings per page that must
include the name of the Listing Brokerage and may include a small photograph and such limited text data
as may be permitted by the Board from time to time. The MLS® Reciprocity Logo must be displayed at the top of the summary page and shall be at least 95 pixels by 35 pixels;

8.12.01 Additional Rules
In addition to the obligations set out in the “MLS® Reciprocity – Corporate Member Agreement” and the “MLS® Reciprocity – Salesperson Agreement”, MLS® Reciprocity Participants must adhere to the following rules and all other Rules of Cooperation that may be adopted by the Board from time to time:

8.12.02 Prohibition on Modification of MLS® Reciprocity Data
MLS® Reciprocity Participants must not alter, modify, manipulate or obscure the MLS® Reciprocity Data (or any disclaimers or notices therein) in any way without the Board’s prior written approval.

8.12.03 Thumbnail Display
A Thumbnail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member’s listing must not include any contact information or branding of any person or corporation other than the Listing Brokerage. A Thumbnail Display must include the name of the Listing Brokerage and may only include the following:
   (a) text data about the listing property; and
   (b) a photo of the listing property.

8.12.04 Detail Display of another MLS® Reciprocity Corporate Member’s listing
(a) Where a search of the MLS® Data generates a Detail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member’s listing, the Detail Display shall bear that MLS® Reciprocity Corporate Member’s name, the MLS® Reciprocity Logo and the MLS® copyright notice immediately following the property information all of which shall be of the same colour and at least as large as the largest type size used to display the listing data.
(b) A Detail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member’s listing may not include any contact information or branding of any person or corporation other than the Listing Brokerage within the “body” of the listing data. (The “body” shall be the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.)

8.12.05 Thumbnail or Detail Display Disclaimer
Any Thumbnail Display or Detail Display on an MLS® Reciprocity Internet Website of another MLS® Reciprocity Corporate Member’s listing must include any disclaimer which accompanied the information in its original form, or the following notice:
   “NOTE: This representation is based in whole or in part on data generated by the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver which assumes no responsibility for its accuracy.”

8.12.06 MLS® Reciprocity Data
The MLS® Reciprocity Data or any portion thereof may not be displayed on any internet website except an MLS® Reciprocity Internet Website.

8.12.07 Scraping
MLS® Reciprocity Participants shall take all reasonable precautions to prevent Scraping of the MLS® Reciprocity Data from their MLS® Reciprocity Internet Websites, and to prevent the MLS® Reciprocity Data from being displayed on any internet website other than an MLS® Reciprocity Internet Website. Reasonable precautions shall include but not be limited to:
   (a) monitoring its MLS® Reciprocity Internet Website for signs that a third party is Scraping data; and
   (b) prominently posting a notice on its MLS® Reciprocity Internet Website explaining that the website must only be used by consumers for the purpose of locating and purchasing real estate.
8.12.08 Advise the Board
The MLS® Reciprocity Participant shall immediately advise the Board whenever the MLS® Reciprocity Participant suspects or has evidence that Scraping has occurred.

8.12.09 Required Changes
Within fourteen days after being requested by the Board to do so, an MLS® Reciprocity Participant must make such changes to its MLS® Reciprocity Internet Website as required by the Board to cure any violation of the Rules of Cooperation, Board regulations, guidelines and policies.

8.12.10 Restriction on Use of MLS® Reciprocity Data
MLS® Reciprocity Participants must not permit any portion of the MLS® Reciprocity Data to be used or provided to any person or corporation for any purpose other than those expressly provided for in the Rules of Cooperation, Board regulations, guidelines and policies.

8.12.11 Restriction on Co-mingling
MLS® Reciprocity Participants must not permit any portion of the MLS® Reciprocity Data to be co-mingled with any non-MLS® listings on any MLS® Reciprocity Internet Website.

8.12.12 Cease Operation of MLS® Reciprocity Internet Website by MLS® Reciprocity Participant
An MLS® Reciprocity Participant will cease displaying on their MLS® Reciprocity Internet Website the listings of MLS® Reciprocity Corporate Participants and is not entitled to access the MLS® Reciprocity Data if:

(a) the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained notifies the Board in writing, in a form satisfactory to the Board, that it is ceasing to participate in MLS® Reciprocity;

(b) the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained ceases to be a member of the Board or is terminated or suspended from membership in the Board;

(c) the right of the MLS® Reciprocity Participant or the MLS® Reciprocity Corporate Member in whose office the license of an MLS® Reciprocity Participant is issued and maintained to take part in MLS® Reciprocity or to have access to MLS® Reciprocity Data has been suspended or terminated pursuant to a discipline order under the Board’s Bylaws;

(d) the MLS® Reciprocity Participant is in breach of its obligations under this Section 8.12 and fails to remedy the default within fourteen (14) calendar days after receiving a written demand to do so from the Board; or

(e) the MLS® Reciprocity Participant has been in breach of its obligations under this Section 8.12 more than three (3) times in any twelve (12) month period, regardless of whether those breaches have been remedied.

8.12.13 Suspension
In addition to Section 8.12.12 the Board may immediately suspend an MLS® Reciprocity Participant’s access to the MLS® Reciprocity Data if, in the sole discretion of the Board:

(a) the Board knows or suspects an event described in Section 8.12.12 has occurred or is about to occur; or

(b) the Board concludes that the MLS® Reciprocity Participant has defaulted in its obligations under this Section 8.12 and such default is or may be detrimental to MLS® Reciprocity.

SECTION 9 – VIRTUAL OFFICE WEBSITE (VOW)
In this section the following terms have the following meanings:
“Detail Display” means enlarged photo and additional text display of individual properties selected from a Thumbnail Display.
“MLS® Data” means MLS® property data maintained in the MLS® Database regarding the listings of corporate Members of the Board and corporate members of other real estate boards and associations.

“MLS® Database” means a single proprietary database of text, images and related information pertaining to properties listed for sale compiled by the Board.

“MLS® VOW” means a secure password-protected internet website controlled and operated by an MLS® VOW Participant, through which the MLS® VOW Participant provides real estate services to consumers or consumer clients with whom the MLS® VOW Participant has established a lawful REALTOR®/consumer or REALTOR®/client relationship, and where the consumer has an opportunity to search for MLS® VOW Data.

“MLS® VOW Agreement” means the agreement in a form prescribed by the Board, between the Board and the Member relating to the operation of an MLS® VOW.

“MLS® VOW Data” or “MLS® VOW Datafeed” means MLS® Data prescribed by the Board from time to time, which is made available by the Board to MLS® VOW Participants from time to time for display on an MLS® VOW.

“MLS® VOW Participant” means a Member who is a party to an executed MLS® VOW Agreement which has not expired or been terminated.

“MLS® VOW Service Provider” means an entity or person designated by an MLS® VOW Participant to operate an MLS® VOW on their behalf, subject to the MLS® VOW Participant’s supervision and accountability.

“Registrant” means a consumer who has entered into a lawful REALTOR®/consumer or REALTOR®/client relationship with an MLS® VOW Participant through an MLS® VOW in accordance with this Section 9.

“Scraping” means use of a software program or other method to extract photographs and text from an MLS® VOW for use on an internet website other than an MLS® VOW or for use in any manner except as permitted by this Section 9.

“Terms of Use” means a written series of statements displayed on an MLS® VOW to which a Registrant can agree.

“Thumbnail Display” means a summary of a search displaying multiple property listings per page that must include the name of the Listing Brokerage, the MLS® number, and may include a small photograph and such limited text data as may be permitted by the Board from time to time.

9.01 General
In addition to the obligations set out in the MLS® VOW Agreement, MLS® VOW Participants must adhere to the rules in this Section 9 in addition to all other Rules of Cooperation, policies and guidelines that may be adopted by the Board from time to time.

Entitlement to Operate an MLS® VOW

9.02 MLS® VOW Participants
Only an MLS® VOW Participant may establish and operate an MLS® VOW. Subject to section 9.05, Members may not establish or operate a Virtual Office Website ("VOW") using MLS® Data unless they are an MLS® VOW Participant operating an MLS® VOW.

9.03 Brokerage responsibility
Any breach of this Section 9 by an individual MLS® VOW Participant shall be deemed to be a breach by that Member’s brokerage.
9.04 MLS® VOW Service Providers
An MLS® VOW Participant may operate an MLS® VOW through an MLS® VOW Service Provider who has entered the prescribed third-party agreement with the Board and who has acknowledged receipt of MLS® VOW policies of the Board applicable to MLS® Service Providers, subject to their overview, supervision and responsibility. As soon as the MLS® VOW Participant engages or changes an MLS® VOW Service Provider they shall notify the Board, identifying the MLS® VOW Service Provider.

9.05 Transition Period
A Member who, immediately before January 1, 2019, operated a VOW compliant with the Rules of Cooperation then in effect, but who has not yet entered an MLS® VOW Agreement, may continue to operate such VOW on and after January 1, 2019 until no later than June 30, 2019. In that case, Section 9 of these Rules of Cooperation will apply to such Member and their VOW as if they were an MLS® VOW Participant operating an MLS® VOW. However, unless and until the Member enters an MLS® VOW Agreement, the Member may not display on their VOW MLS® sold data, expired, withdrawn, suspended or terminated listings, and compensation offered to other Members, and MLS® VOW Service Providers are not permitted to make such data available to the Member for use in a VOW.

Registrants
9.06 Requirements for Providing a Registrant with Access to an MLS® VOW
An MLS® VOW Participant must not provide a Registrant with access to MLS® VOW Data through the MLS® VOW Participant’s MLS® VOW unless and until:

(a) the MLS® VOW Participant establishes a lawful REALTOR®/ consumer or REALTOR®/client relationship with that Registrant, including, where necessary, completion of any applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements;

(b) the Registrant has provided the MLS® VOW Participant, through the MLS® VOW, with the Registrant’s name, telephone number, valid e-mail address and, at the option of the MLS® VOW Participant, other information;

(c) the MLS® VOW Participant has displayed the Terms of Use to the Registrant on the MLS® VOW;

(d) the Registrant has affirmatively and expressly agreed to the Terms of Use where at a minimum, the Registrant has been required to open and review the agreement and agree to the agreement by “mouse-clicking” an acknowledgement of agreement displayed on the MLS® VOW;

(e) the Registrant has supplied the MLS® VOW Participant with a user name and a password, both of which must be unique to the Registrant, (the user name and password may be established by the Registrant or may be supplied by the MLS® VOW Participant at the option of the MLS® VOW Participant). The Registrant’s password and access to MLS® VOW Data must expire on a date not later than 30 days after being issued. Passwords may not be automatically renewed upon expiration;

(f) the MLS® VOW Participant has sent an e-mail to the Registrant at the e-mail address described in (b) above confirming the user name and password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgment of receipt displayed in the e-mail; and

(g) upon expiration of their password the Registrant must provide the MLS® VOW Participant with a new password to regain access to the MLS® VOW Data. The MLS® VOW Participant shall not permit the Registrant to regain access to the MLS® VOW Data until the MLS® VOW Participant has sent an e-mail to the Registrant at the e-mail address described in (b) above confirming the new password and the Registrant has acknowledged receipt of the e-mail by mouse-clicking an acknowledgement of receipt displayed in the e-mail.

9.07 Terms of Use
The Terms of Use must include an express acknowledgement and agreement by the Registrant in favour of the MLS® VOW Participant, the corresponding brokerage and the Board that:

(a) the Registrant has received, read and understood the brochure published by the British Columbia Real Estate Association entitled “Privacy Notice and Consent” (this document may be linked);

(b) the Registrant acknowledges entering into a lawful REALTOR®/ consumer or REALTOR®/client relationship with the Member;
(c) all data obtained from the MLS® VOW is intended for and may only be used for the Registrant’s personal, non-commercial use;
(d) the Registrant has a bona fide interest in the purchase, sale or lease of real estate of the type being offered through the MLS® VOW;
(e) the Registrant will not himself, and will not permit or assist others to, directly or indirectly:
   (i) copy, redistribute or retransmit any of the MLS® VOW Data or information provided;
   (ii) display, post, disseminate, distribute, publish, broadcast, transfer, sell or sublicense any of the MLS® VOW Data to another person.
   (iii) engage in Scraping (including “screen scraping” and “database scraping”), “data mining” or any other activity intended to collect, store, re-organize, summarize or manipulate any MLS® VOW Data or any related data;
(f) the Registrant acknowledges the Board’s ownership of, and the validity of the Board’s proprietary rights and copyright in the MLS® VOW Data, and listing information; and
(g) the Registrant expressly authorizes the Board or their duly authorized representatives, to access the MLS® VOW and Registrant’s information provided to the MLS® VOW Participant, for the purposes of verifying compliance with and pursuing enforcement of the Terms of Use and all applicable rules, regulations, bylaws, policies, and laws.

9.08 Terms of Use may not Impose Financial Obligation
A Terms of Use agreement may not impose a financial obligation on a Registrant or create an agency agreement with the Registrant. Any financial obligation or agency agreement entered into by a Registrant through an MLS® VOW must be set forth separately from the Terms of Use, must be prominently labelled and may not be accepted solely by mouse click. The Registrant must also receive a subsequent confirmation of the terms of any such financial obligation or agency agreement and the financial obligation or agency agreement may not become effective until the Registrant acknowledges acceptance of those terms by mouse click. Prior to entering into an agency agreement with a Registrant the MLS® VOW Participant must ask the Registrant whether the Registrant is a party to any other agency agreements.

9.09 Maintenance of Records
MLS® VOW Participants must maintain a record of the name, telephone number, e-mail address and, if required by the MLS® VOW Participant the street address supplied by the Registrant, and the user name of each Registrant during the currency of the Registrant’s password and for not less than one hundred and eighty (180) days after the expiration of the validity of the Registrant’s password.

9.10 Privacy Policy
An MLS® VOW must boldly display a privacy policy that informs Registrants of the ways in which information obtained from them will be used, and obtain each Registrant’s consent to all of the ways in which personal information that they provide may be collected, used, or disclosed including the fact that personal information may be shared with the Board for auditing and/or legal purposes.

General Terms of Operation

9.11 Compliance with Rules and Laws
An MLS® VOW Participant’s establishment and operation of an MLS® VOW is subject to the terms, conditions and requirements of these Rules of Cooperation, other rules, bylaws, regulations and policies of the Board, the MLS® VOW Agreement, the British Columbia Real Estate Association Rules, and all applicable provincial and federal laws, including the Real Estate Services Act, Real Estate Council of B.C. Rules, and the Personal Information Protection Act.

9.12 Visibility of Brokerage Name
An MLS® VOW must prominently display the MLS® VOW Participant’s corresponding brokerage’s name.
9.13 Copyright
An MLS® VOW shall include any copyright notice as may be provided by the Board from time to time regarding the Board's copyright in MLS® VOW Data.

9.14 MLS® VOW Participant must Display
An MLS® VOW Participant shall cause to be placed on their MLS® VOW a notice indicating that the listing information displayed on the MLS® VOW is deemed reliable but is not guaranteed accurate by the Board. An MLS® VOW Participant shall include other appropriate disclaimers necessary to protect the corresponding brokerage, Member and/or the Board from liability.

9.15 Detail Display of a Brokerage’s Listing
Where a search of the MLS® VOW Data generates a Detail Display on an MLS® VOW of a brokerage listing, the Detail Display shall bear that brokerage name, the MLS® number and the MLS® copyright notice, all of which must be prominently displayed on each Detail Display.

An MLS® VOW Participant may not include any contact information or branding of any person or corporation other than the Listing Brokerage within the “body” of the listing data. (The “body” shall be the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.)

9.16 Thumbnail Display
A Thumbnail Display on an MLS® VOW of a brokerage listing must not include any contact information or branding of any person or corporation other than the Listing Brokerage. A Thumbnail Display may only include the following:

(a) text data about the listing property;
(b) a photo, or any other media of the listing property; and
(c) the MLS® number.

9.17 Thumbnail Display Summary or Detail Display Disclaimer
Any Thumbnail Display summary or Detail Display on an MLS® VOW must prominently display any disclaimer which accompanied the information in its original form, or the following notice:

"NOTE: This representation is based in whole or in part on data generated by the Chilliwack & District Real Estate Board, Fraser Valley Real Estate Board or Real Estate Board of Greater Vancouver which assume no responsibility for its accuracy."

9.18 Restriction on Co-Mingling
MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be co-mingled with any non-MLS® listings on any MLS® VOW. MLS® VOW Participants shall cause any listing displayed on their MLS® VOW obtained from other sources to be searched separately from listings in the MLS® Database.

9.19 Restriction on Number of Listings
MLS® VOW Participants shall limit the number of listings that a Registrant may view or retrieve, to not more than 100 listings in response to any inquiry.

9.20 Permitted Exclusions of MLS® Data
An MLS® VOW Participant may only exclude MLS® VOW Data from display on its MLS® VOW in accordance with Sections 9.24 and 9.25 or based on some objective criteria such as type of property, listed price or geographical location.

9.21 Refreshing Information
All information provided on an MLS® VOW must be refreshed at least once every twenty-four (24) hours and the MLS® VOW must indicate the date of the last update.
9.22 Archived MLS® VOW Data
The Board may archive portions of the MLS® VOW Data, in which case it will not be available in the normal MLS® VOW Datafeed. MLS® VOW Participants who wish to access a particular portion of the archived MLS® VOW Data for use in their MLS® VOW must make a special request to the Board.

Exclusions and Restrictions

9.23 Permitted Data
Subject to Section 9.11 an MLS® VOW may display information set out in the MLS® VOW Datafeed.

9.24 Prohibited Data
An MLS® VOW may not make available for search by or display to Registrants the following data:
(a) MLS® Data other than MLS® VOW Data supplied by the Board;
(b) the seller’s and occupant’s names and contact information, including phone number and e-mail address;
(c) REALTOR® Remarks;
(d) any other instructions or remarks intended for Cooperating Brokerages only, such as those regarding showing or security of the listing property, instructions for access or when the property will be empty or occupied, the seller’s mortgage information and/or personal information about the seller and occupants of the property; and
(e) such other listings, data or information as determined by the Board from time to time.

9.25 Seller Opt-out
An MLS® VOW may not display listings or property addresses of any seller who has affirmatively directed the Listing Brokerage to withhold the seller’s listing or property address from display on the Internet.
(a) The Listing Brokerage shall communicate to the Board that the seller has elected not to permit display of the listing or property address on the Internet. The seller may make this election at the time of listing, and may only change the election at the discretion of the Board.
(b) The Board will thereafter identify that listing and that listing shall not be made available to Registrants.
(c) The Listing Brokerage shall retain such documentation of the seller’s direction for at least one year from the date the direction is provided, or one year from the date the listing expires or is terminated, whichever is later.
(d) Notwithstanding the foregoing, an MLS® VOW Participant may provide to Registrants via other delivery mechanisms, such as email, fax or otherwise, the listings or property addresses of sellers who have determined not to have the listing or property address displayed on the Internet.

Prohibitions

9.26 Restriction on use of MLS® VOW Data
MLS® VOW Participants must not permit any portion of the MLS® VOW Data to be used or provided to any person for any purpose other than those expressly provided for in the Rules of Cooperation and other Board rules, regulations, bylaws and policies.

Subject to compliance with the Rules of Cooperation and other Board rules, regulations, bylaws and policies, MLS® VOW Participants may, for the purposes of providing real estate services, use MLS® VOW Data to generate and provide statistical information and valuation estimates to their Registrants.

9.27 MLS® VOW Data
The MLS® VOW Data received from the Board, or any portion thereof, may not be displayed other than on an authorized MLS® VOW accessible only to Registrants who have properly logged in.

9.28 Scraping
MLS® VOW Participants shall take all reasonable precautions to prevent Scraping of the MLS® VOW Data from their MLS® VOW, and to prevent the MLS® VOW Data from being displayed on any internet
reasonable precautions shall include but are not limited to:

(a) monitoring the MLS® VOW for signs that a third party is Scraping data, and other unauthorized, access, reproduction, or use of listing information, the MLS® Database, MLS® Data and any related information;
(b) utilizing appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the Board;
(c) maintaining an audit trail of Registrants’ activity on the MLS® VOW and making that information available to the Board if the Board has reason to believe that any MLS® VOW has been the cause of, or permitted a breach in, the security of the MLS® Data or a violation of applicable Rules, including these Rules; and
(d) prominently posting a notice on the MLS® VOW explaining that the website must only be used by consumers for the purpose of locating and purchasing real estate.

9.29 Prohibition on Modification of MLS® VOW Data

MLS® VOW Participants must not alter, modify, manipulate or obscure the MLS® VOW Data (or any disclaimers or notices therein) in any way without the Board's prior written approval.

9.30 Advise the Board

MLS® VOW Participants shall immediately advise the Board whenever they suspect:
(a) unauthorized access or use of an MLS® VOW;
(b) Scraping may have occurred;
(c) violation of the Terms of Use; and
(d) any error, bug, or security breach of any MLS® VOW Datafeed.

Liability

9.31 Liability for Use of MLS® VOW Data

An MLS® VOW Participant is responsible for any liability or loss of goodwill associated with problems of data integrity, accuracy or timeliness arising from Member’s use, either directly, or indirectly through an MLS® VOW Service Provider, of the Board’s MLS® System, listing information, and/or any information transmitted through an MLS® VOW Datafeed.

9.32 Use of Internet

The MLS® VOW Participant acknowledges that there are certain security, corruption, transmission errors, and access availability risks associated with using open networks such as the Internet, and the MLS® VOW Participant hereby expressly assumes all such risks.

The Board

9.33 Board monitoring

MLS® VOW Participants must make the MLS® VOW directly accessible to the Board for purposes of monitoring and ensuring compliance with the Board’s rules, bylaws, regulations and policies including all Rules of Cooperation. Without limiting the generality of the foregoing, for security, monitoring and network maintenance purposes, and the like, at any time, the Board is authorized, but not obligated, to monitor and access applications and systems, monitor network traffic and usage, and to obtain full access to MLS® VOWs and systems to ensure that any information transmitted through an MLS® VOW Datafeed is displayed in accordance with these Rules. MLS® VOW Participants shall agree to render reasonable assistance and cooperation to the Board if so requested in connection with this section 9.33.

9.34 Powers of the Board

If the Board has reason to believe there has been or will be a breach in the security of an MLS® VOW Data or a violation of the Board’s bylaws, regulations, guidelines and policies including all Rules of
Cooperation related to its use, the MLS® VOW Participant shall, upon request, provide to the Board a copy of the record of the name, e-mail address and user name of each Registrant, or those Registrants identified by the Board to be suspected of involvement in the violation.

9.35 Required Changes
Within forty-eight (48) hours or an extended period of time specified by the Board, an MLS® VOW Participant must make, or cause to be made, such changes to its MLS® VOW as required by the Board to cure any violation of the Board’s bylaws, rules regulations, and policies including all Rules of Cooperation.

Suspension and Termination

9.36 Cease Operation of MLS® VOW by an MLS® VOW Participant
An MLS® VOW Participant will cease operating an MLS® VOW, will not display MLS® VOW Data and is not entitled to access the MLS® VOW Data if:

(a) the MLS® VOW Participant notifies the Board in writing, in a form satisfactory to the Board, that they are ceasing to operate an MLS® VOW;
(b) the MLS® VOW Agreement entered by the MLS® VOW Participant is terminated;
(c) the licence of the MLS® VOW Participant conferred under the MLS® VOW Agreement has been terminated or suspended;
(d) the MLS® VOW Participant ceases to be a Member of the Board or is terminated or suspended or otherwise rendered inactive from membership in the Board;
(e) the right of the MLS® VOW Participant to operate an MLS® VOW or to have access to the MLS® VOW Data has been suspended or terminated pursuant to a discipline order under the Board’s bylaws;
(f) the MLS® VOW Participant is in breach of its obligations under this Section 9 and fails to remedy the default within forty-eight (48) hours after receiving a written demand to do so from the Board; or
(g) the MLS® VOW Participant has been in breach of its obligations under this Section 9 more than three (3) times in any twelve-month period, regardless of whether those breaches have been remedied.

9.37 Suspension
In addition to Section 9.36 the Board may immediately suspend without notice an MLS® VOW Participant’s access to the MLS® VOW Data if, in the sole discretion of the Board:

(a) the Board knows or suspects an event described in Section 9.36 has occurred or is about to occur;
(b) the Board knows or suspects that the MLS® VOW Participant’s MLS® VOW is being used or accessed in a manner contrary to the Terms of Use in Section 9.07; or
(c) the Board concludes that the MLS® VOW Participant is in breach of its obligations under this Section 9 or the MLS® VOW Agreement.

9.38 Termination
Immediately upon termination of the MLS® VOW Participant’s right to operate an MLS® VOW, the MLS® VOW Participant shall promptly, by secure means, permanently delete, erase and destroy any and all confidential information, personal information, information transmitted through an MLS® VOW Datafeed and any materials (in any medium) containing or reflecting any listing information including all copies, extracts, reproductions or otherwise, in whole or in part, that each has stored anywhere and by any means, including without limitation on magnetic media or other electronic or digital storage, including all backup copies, in its possession or under its control, as well as any copies in the possession or under the control of its representatives. Within fifteen (15) days of termination of its right to operate an MLS® VOW, the MLS® VOW Participant shall deliver to the Board a written statement signed and certified by a duly authorized officer of that Member’s brokerage indicating that the provisions of this Section 9.38 have been fulfilled.

9.39 Remedies Cumulative
None of the provisions in Sections 9.36 to 9.39 diminish the ability of the Board to pursue the remedies available under the MLS® VOW Agreement, at law or equity.