

## SUBSCRIBER AGREEMENT FORM

Revised 3/6/2020

Subscriber Name:	(Please list new or reactivated member's name here)

**SUBSCRIBER'S AGREEMENT TO BE BOUND:** -- Subscriber agrees that Subscriber in utilizing the multiple listing service (the "Service") of MLS Property Information Network, Inc. (the "Company") in any manner will comply with the Rules and Regulations and the policies of the Company and the Service as established or as amended from time to time, copies of which are available at all times to Subscriber on the company's website (www.mlspin.com). Subscriber agrees to assure payment of or pay all fees, costs and service charges incurred in the use of the Company's Service by Subscriber.

MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION: -- The information, data, and images published or otherwise disseminated by the Company through the Service or through any Service compilation or publication are published or disseminated by the Company, without change by the Company, as that information, and those data and images, are provided by Subscriber and by other participants in the Service (collectively, "Other Participants"). The Company and the Service do not, and have no obligation to, verify the accuracy or completeness of any of the information, data, or images provided by Subscriber or by any Other Participant (the "Information"). The Company and the Service disclaim any responsibility for the accuracy or completeness of the Information. Subscriber agrees, to indemnify and hold the Company and the Service, and all of their Directors, officers, employees and agents, harmless from and against any liability, damages, losses, costs or expenses arising from the inaccuracy or inadequacy of any of the Information provided by Subscriber. The information, data and images constituting the "Information" defined herein shall include, without limitation, all photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to a listed property.

LICENSING AND LICENSING AUTHORITY: -- By submitting or filing any property listing data or other Information to or with the Company or the Service (whether by Subscriber or by others), Subscriber represents and warrants that, without the necessity of any further consent or approval, (a) the brokerage firm with which Subscriber is affiliated is a Participant in the Company's Service and has granted to the Company, on its own and Subscriber's behalf, the perpetual, non-exclusive licenses necessary for storage, reproduction, compiling and distribution of listings and listing Information to the extent necessary to fulfill the Company's purposes as a multiple listing service, (b) the Participant with which Subscriber is affiliated, as the listing broker for the listing filed by Subscriber, owns or has the authority to license all of the Information concerning that listed property to be published in the Company's copyrighted publications and Service compilations in any form, format or medium and (c) the Participant with which Subscriber is affiliated has the rights in and to the submitted or filed Information necessary to grant those rights to the Company.

CONFIDENTIALITY OF SERVICE INFORMATION: -- The Information provided for use by the Service shall be proprietary to the Company and the Service and for the sole and exclusive use of the Company and the Service in the publication and other dissemination of the Information to users of the Service and in such other uses as may be determined by the Company or the Service from time to time. Use by Subscriber of information developed, published or disseminated by the Company or the Service is strictly limited as provided in the Company's Rules and Regulations, and in its policies, as in effect from time to time; and Subscriber agrees that Subscriber shall not make unauthorized use of any of such information or cause or permit others to make such unauthorized use. Such information may not be published, transmitted, retransmitted or otherwise caused or permitted to be provided in any manner to any unauthorized individual, entity, office or firm.

MLS PIN encourages Subscribers to pay by automatic withdrawal from a credit card or checking account. Allowing MLS PIN to automatically withdraw quarterly fees directly from an account is an easy and secure way to make sure your payment is received by the invoice due date and there is no interruption to your service. However, if you prefer another payment option, you could choose to pay either quarterly or yearly by check. Payment for one year for a REALTOR® Subscriber is \$348.00 and for a non-REALTOR® Subscriber is \$504.00.

REALTOR® Office: \$29.00 per month/billed quarterly in advance Note: Prorated billing will start

Non-REALTOR® Office: \$42.00 per month/billed quarterly in advance immediately upon approval of application

If you are not paying by check and have elected to pay by automatic withdrawal you are hereby authorizing our payment gateway to effect debit entries to either a credit card account or checking account. You understand that (1) the payment gateway will debit your account in order to pay the fees and other charges due from time to time to the Company for use of its multiple listing service and (2) the payment gateway will debit the account to pay the quarterly user fee(s) not more than thirty (30) days before the beginning of the calendar period to which the fee payment relates.

A link to our online payment gateway will be emailed to you upon verification of your eligibility to the Service. Using this link, you will be able to set up automatic withdrawal from a credit card, electronic check, or make a one-time payment for your prorated quarterly invoice. Your service will only be activated once your prorated billing has been processed and paid in full.

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Name of Subscriber (Please Print)	Signature of Subscriber	Date