

# VOW Terms of Use

## Terms of Use

The term Virtual Office Website ("VOW") refers to a Participant's (REALTORS®) Internet website, or a feature of a Participant's Internet website, through which the Participant provides real estate brokerage services to Registrants (clients and prospects) with whom the Participant has first established a relationship where the Registrant has the opportunity to search for MLS® data, subject to the Participant's oversight, supervision and accountability. By agreeing to these "Terms of Use" you:

- i. acknowledge and understand that the Terms of Use do not create an agency relationship and do not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant;
- ii. understand that all data obtained from the VOW is intended only for your personal, non-commercial use;
- iii. do have a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
- iv. agree not to copy, redistribute or retransmit any of the data or information provided;
- v. acknowledge the Board/Association ownership of and the validity of the copyright in the MLS® database.
- vi. agree that all information provided may be provided to the relevant Board and may be used to administer and operate the VOW and to investigate any breach of security of the data or the MLS® rules
- vii. that a "mouse click" is sufficient acknowledgement and agreement to the terms
- viii. must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and view information from the MLS® database via the VOW.
- ix. must provide a valid email address. The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid the Registrant's agreement to the VOW's Terms of Use is confirmed.
- x. understand the Participant must at all times maintain a record of the name, telephone number and email address supplied by the Registrant, and the username and current password of each Registrant, such records to be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If the Board/Association has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS® rules related to use by one or more Registrants, the Participant shall, upon request, provide to the Board/Association a copy of the record of the name, email address, telephone number, username, current password, and audit trail, if required, of any Registrant identified by the Board/Association to be suspected of involvement in the violation.
- xi. Understand that information on this site is deemed to be valid but is not guaranteed. It is the responsibility of the registrants to confirm all information on their own. Broker may not have reviewed or approved listing enhancements. All information provided by the listing agent/broker is deemed reliable but is not guaranteed and should be independently verified.
- xii. Understand any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating agency representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labelled and may not be accepted solely by mouse click

Having agreed to the terms and conditions of use, I would like to have access to this VOW information.