

REALTORS® ASSOCIATION OF HAMILTON-BURLINGTON MULTIPLE LISTING SERVICE® POLICIES

PREAMBLE

The MLS® Policies are:

- guidelines for members and staff when processing listings and implementing policy
- objective procedure if members raise questions regarding policies

SALES

1. When broker loading any sales where the selling salesperson is a non-board broker, members will be required under Selling Salesperson field to enter "NONMEM" and on the comment line ("SOLD BY NAME OF SELLING SALESPERSON) – (NAME OF SELLING BROKERAGE)".
2. When a portion of a listing has been leased or sold, the remaining portion must be re-processed by way of an Amendment in order to remain an active listing.
3. Leases reported for the sold sheets must be on a per unit basis so that the listing and the lease price are reported in the same units. i.e., list price = \$14.00 per square foot; lease price = \$12.00 per square foot; the comments line of the sold sheet will give the breakdown and total volume for the lease.
4. Where residential firm sales have HST included in the sale price, they must be reported including the HST.
5. When reporting sales, the sold price should be whatever price is stipulated on the Agreement of Purchase and Sale, regardless of commission terms.
6. Where the Association is advised, verbally or in writing, of a conditional or firm sale not reported within the required time limit, Association staff will investigate the offence by placing a call to the Member Firm. Where the complaint is verified, the offender shall be fined accordingly.
7. Guidelines for Reporting Solds:
 - The policy/fine for non-reporting of sales per calendar year is as follows: 1st offense a letter will be forwarded to the Member, if broker loaded by the listing salesperson or their assistant; 2nd offense \$100 fine, 3rd offense \$250 fine; and any 4th and subsequent offenses will be \$400. (Power of Sale & Commercial properties excluded until the closing date).
 - Prior to completion, sale is the required status to be entered for any firm Agreement of Purchase and Sale
 - If a property is a Power of Sale and the Power of Sale scheduled allows for redemption, the sale may be reported as conditional until it closes, at which time it can then be reported as firm. Power of Sale and Commercial property sales may be reported after they close.
8. Any corrections to a firm Agreement of Purchase and Sale report, with the exception of revisions to the closing date, must be submitted within five (5) business days of the original report of sale.

Listing Brokerage Office

1. Split listings are allowed with non-RAHB members provided the non-RAHB member is a member of OREA and CREA.
2. When a Brokerage is being added or deleted on an MLS® listing, it may be done on an Amendment to Listing Agreement Form, provided both Brokerages and the Seller(s) have signed.
3. RAHB will accept OREA Form 243 Assignment of Listing Agreement to assign, transfer a listing to another Brokerage.

ADDRESS

1. That listings on all property types (including farms and vacant land), whether in town or out of town, shall show the address as per the street table

and the address specifies one of the following:

1. City;
2. Town;
3. Township;

APPOINTMENTS

1. All listings must show under "Appointments" the Seller's phone number or it must state 'Appointments through Listing Brokerage'. If appointments are to be made through the Listing Brokerages office, then the Seller's telephone number must be available to the office in the event the Listing Salesperson is not available.

PHOTOS

1. RAHB will only accept a single clear, quality image for all photo slots.
2. If a photo/sketch attached or photo to follow has been selected in the photo field and no photo/ sketch is attached or uploaded for any MLS[®] listing, within two (2) business days of receiving an MLS[®] number, a \$50 fine will be levied to the member.

Furthermore, if the listing is within the photographer's area, the association will automatically take the photo and charge the appropriate fee. For listings outside the photographer's area, the listings status will be changed to "information withheld" until a photo is provided.

3. A fine of \$100 for all members, in addition to the standard \$50 no photo fee, if the member does not submit a photo for listings outside of our photographers' area after the initial fine has been levied.
4. If a member is using another members' previous listing photo on a listing without written permission, the photos will be removed, the status will be changed to information withheld until a new photo is provided, and a \$50 fine will be levied to the member.
5. Photos submitted with any overlay of text will not be accepted; with the exception of sketches.
6. Photos with people and/or their direct image will be subject to review by the MLS[®] Department; and may be refused or removed. This includes, but is not limited to, photo slots or other media; and or attachments.
7. RAHB will no longer upload auxiliary photos on behalf of the members.

INTERBOARD AND ACCESS LISTINGS

1. Conditional sales, firm sales, amendments and all status changes must be reported to RAHB in writing, in order to be to be forwarded to the respective board / association. All sales and conditional sales must be reported to the Association in writing, via fax within two (2) Association business days.
2. Non-RAHB members interboarding onto RAHB are required to submit to RAHB in writing via fax all status changes within two (2) business days.

- When a REALTOR® from another association joins RAHB as a full member, should the new member have any active access/interboard listings on RAHB's MLS® system at that time, the following process will be followed: the Listing REALTOR® must provide a signed copy of the listing agreement, a signed RAHB PIF (Property Information Form) or verification from the other association's MLS® System the listing(s) is/are active; no prepaid access or interboard fees will be refunded; all billing codes will be removed in broker load and all non-member information will be removed and replaced with the RAHB member's detailed personal information from entering the member's User ID.

PURCHASE OR SELLING PRICE

- If the purchase price includes HST and the commission is payable on the purchase price less HST, the listing must indicate in the REALTOR® remarks or selling commission field the commission is payable on the purchase price net of HST.

SIGNATURES

- The commencement date on the Contract Page, along with the information on the Property Information Form must be identical.
- The signature for all parties, or their legal representatives, listed on the deed of a property will be required for both the contract page and Property Information Form.

MLS® MARKETING OPTIONS

- Members may list:
 - a property on the MLS® system on up to 5 different Property Information Forms with only one contract being required; the appropriate listing fee for each Property Information Form will apply; or
 - members may list a commercial property on multiple Commercial Property Information Forms with only one contract required provided each form has a different "commercial property type" selected.
- The Listing Salesperson will be required to determine which property type is to be considered the "primary" type. The primary listing will be the property type calculated in the Listing & Sales stats program.
- If the listing salesperson presently has a listing on the system: it is their PRIMARY LISTING and any additional property types can be added as SECONDARY LISTINGS by submitting the Property Information Forms only for those listings affected.
- If the listing salesperson is processing a new listing on the system: he/she simply decides at the time of signing, which property type they wish to be your PRIMARY LISTING by completing the Property Information Form for that property type along with an Agreement Form. At the same time, up to 3 other property types can be submitted as SECONDARY LISTINGS by completing ONLY the Property Information Form for the property types they feel appropriate to market the property.
- The Listing Salesperson will also complete the Property Information Form for each of the additional property types they would like to have appear on the system, which will be the secondary listings. It is imperative that the relevant information be identical; for example, listing date, list price, address, lot size, legal description, city/town, Seller name(s), expiry date, Listing Brokerage(s), Listing salesperson(s), selling commission and Agreement Change.
- If the relevant information is not identical, the primary listing will be processed and the secondary listings that are not identical will be returned unprocessed. If there are discrepancies in any other fields (not mentioned in #5 above), they will be input as received.
- Amendment forms cannot be used to "add" or "change" a property type to/from the Multiple Marketing Listing.
- When each "property type" is processed, it will receive its own MLS® number and the listing fee will be billed accordingly.

9. Single contract multiple Property Information Forms: When a change is to be made to a listing, an Amendment Form must be completed and signed by the Seller, and if the change is to a field common on two or more of the listings, the change must be made to each of the listings affected. A fee may be charged to the member for amendments sent to RAHB for processing each of the affected listings.
10. Changes that are not common to listing types may be done on an individual listing basis; the MLS® number quoted on the amendment form will be the one changed. If, for example, you wish to change the parking type, you will quote one MLS® number to change only one listing, or you will quote three MLS® numbers to change all three listings.
11. Multiple Contracts and PIF's Single Property: When a Sale is being reported on a listing, all additional listings must be cancelled by way of a Cancellation of Listing Agreement signed by the Seller and Broker. The cancellation must be received by RAHB the same day as the report of sale or a \$100 fine will be levied to the member for each listing.
12. When you send the group of listings to be processed, you will already have determined which will be primary and which will be secondary by the forms you use. These primary and secondary designations may not be changed, either with Amendment to Listing Agreement or at time of reporting the sale.
13. When the property sells, the sale will be reported to the Association, using the "primary" listing MLS® number and that property type will be the listing used for the statistics. Each of the other MLS® numbers will appear in the sold database under their specific property type, but will not be recorded in the statistics.

REASONS LISTINGS CANNOT BE PROCESSED

1. If a listing contains conditions that alter the final amount of commission, where it is unclear as to the final amount or percentage to be paid to the selling brokerage or the final amount is zero (0). Marketing fees do not form part of the commission arrangement, therefore are acceptable. E.g. X% or \$X less a marketing fee.
2. Any mandatory field(s) not completed.
3. Listing brokerage – must be registered with the Association.
4. Listing salesperson – must be registered with the Association and registered with the appropriate Brokerage per the listing.
5. If there is not a signature for each seller on the listing; if all signatures do not appear, documentation must be provided explaining the absence of such signatures i.e. power of attorney.
6. If the expiry date has been shortened and this change has not been acknowledged in writing (signature) by the Broker/Manager.
7. If the listing is active or suspended with another member office or another seller, unless under Power of Sale.
8. If the property is a residential listing and the room sizes are missing, unless a tenant denies access, which it must state in the REALTOR® remarks section of the listing.
9. If the listing has not been received within the required time limit (as per Bylaw) or the commencement date is missing / incorrect i.e. date in the future.
10. If the listing is not legible.
11. If the property is currently listed with a Sale status; written notification is required from both sellers and buyers to re-sell the property.

TAXES

1. If taxes have not been set for the current year, the listing may only display the previous year's taxes. Thirty (30) days after the tax rate has been set, taxes on all new MLS® listings must be for the current year. Failure to comply will result in a \$100 fine to the member.

VIRTUAL TOURS (Multi Media)

1. VR Tour Providers - an individual or company who provides virtual tour services to a member of our Association as part of their services.
2. The interface opportunity will be available to any VR tour providers. The interface costs and control to be supplied and maintained through RAHB.
3. Alternate Feature Sheet (links to feature sheet other than those supposed by REALTOR.ca or ICX.ca) may occur subject to CREA's MTC policies as follows:
 - Seller contact information must not appear directly on REALTOR.ca, and any webpages directly linked from REALTOR.ca through either multimedia links or REALTOR® website links shall not contain seller contact information. Seller contact information may be displayed on any other part of the REALTOR® website that is not directly linked from REALTOR®.ca.
 - The former blanket ban on third party advertising on multimedia links is now removed and replaced with a narrower restriction on the advertisement of private sales.
 - Webpages that are linked directly from the multimedia links must be used for their intended purpose and be limited to property specific information, and must not automatically redirect users to a third party site, and shall not contain any advertisement of private sales (for example, a brochure that refers to a for-sale-by-owner company) nor indicate where private sale information can otherwise be located.

Should a alternate feature sheet be found to be in contravention of CREA's MTC policies, RAHB staff will immediately remove the link from field 63.

MISCELLANEOUS

1. The Association shall not distribute flyers or re-route mail (from one Member to another).
2. If the seller(s) is/are offering a bonus, such information shall be included in the remarks section of the listing in accordance with REBBA 2002 guidelines.
3. Each new listing must have a new photo within two (2) business days of the listing receiving an MLS® number.
4. Brokerages can correct Broker Load errors without having to send the applicable paperwork to RAHB.
5. No contact information relating to the REALTOR® may appear in the REALTOR® remarks section of a listing; but may be included in the "Offer Instructions" field. If any REALTOR® contact information is included, MLS® staff is to remove it and a \$50 fine levied to the Member. Where the seller directs the listing REALTOR® in writing to do so, the seller's contact information may appear in the REALTOR® only remarks (non-public) section of the listing on the Association's MLS® system.

6. No contact information relating to the REALTOR® with the exception of a direction to visit the REALTOR®'s website to obtain more information may appear in the internet ad copy/public remarks. If any of the REALTOR'S® contact information or specific website address, with the exception of a direction to the REALTOR'S® website, is included, MLS® staff will remove it and a \$50 fine be levied to the Member.

The following is referred to as contact information:

- Member's first name, last name or both, team name
- Brokerage office name Member's phone number (cell phone, direct line, etc) or fax number
- Member's office phone number or fax number
- Any email addresses or website links
- Note: Multi- media links (virtual tour, brochure, additional images) must appear in their respective fields and not in the remarks.

If any of the above items are found in either REALTOR® or public remarks, they will be removed and the member fined.

7. All information on an MLS® listing has to be relevant and pertain specifically to the subject property only.
8. Any listing not received within the 2-day time frame will be returned unprocessed.
9. The password for all RAHB users must include a minimum of six (6) alpha characters plus two (2) numeric characters, with a maximum total of twelve (12) characters.
10. RAHB will maintain one computer with a printer in the Resource Centre for members use in the Resource Centre. Terms of Use will include a provision for charging members for any printed copies.
11. Any listings entered in error will be deleted from the system, and the Member fined \$50.00 for each listing deleted.
12. If any audited listing is found to be in contravention of the basic MLS® standards such that if said listing would have initially been submitted to RAHB for processing, and RAHB would not have processed it, will be immediately removed from the active and historical MLS® database, and the Member will be fined \$200.
13. RAHB staff will not provide hardware or software support that falls outside of our standard helpdesk applications (i.e. Corelogic®, Fusion™, Matrix, realtor.ca, openhouses.ca, WEBforms™, REALTORLink®, Geowarehouse®/Teranet®).
14. All Association MLS® and Technology products / services will include a Terms of Use.
15. RAHB will accept OREA Form 241 in lieu of an Amendment to reactivate a listing.
16. Any member found to be in breach of Rules and Regulations, Section 2 – MLS® Listings sub-section 2.17 (lock box code) will be fined \$50 for the first offence, and \$200 for the second and any subsequent offence.
17. When any member misses their open house, a letter from the Association will be sent to the Member with a \$50 fine.
18. Members contracting with Sellers to list MLS®, with Sellers rights reserved allowing the Seller to sell privately, must be identified in the REALTOR® remarks section.
19. Any member that has been fined for failure to adhere to the RAHB Bylaw, Rules and Regulations; and MLS® policies shall be given 24 hours to comply, and where the member has not complied with the RAHB Bylaw, Rules and Regulations; and MLS® policies within 24 hours, the matter shall be referred to Professional Standards Committee.

20. To ensure the quality and integrity of the MLS[®] Database the following policy will apply:
- An MLS[®] staff person will monitor the MLS[®] Database and all new listings will be reviewed daily.
 - If an MLS[®] listing is in contravention of RAHB Rules and Regulations, MLS[®] staff will contact the Brokerage and advise the listing must be amended within twenty four (24) hours or the listing will be put on information withheld.
 - If an MLS[®] listing is in direct violation of an existing RAHB policy, it will be immediately corrected by MLS[®] staff and the member will be notified.
21. If the listing salesperson has included the square footage on a listing; the method for measuring the square footage shall be the Alliance for Canadian Real Estate Education (ACRE) methodology. If a different standard of measurement is used, it must be stated in the REALTOR[®] remarks section of the listing.
22. The following Joint MLS[®] Policy applies for both RAHB and the Niagara Association:
1. When a member from either association places a listing which is located in the other association's jurisdictional boundary, the member must adhere to that association's rules and MLS[®] policies including all mandatory areas on the property information form (PIF). This means dependent on where the listing is located, all colour coded fields must be completed. Also other mandatory fields on the listing form which are coded with **an Asterisk * (RAHB), diamond ◆ (Niagara), Zapt ❖(Brantford), or star ★(Simcoe)** indicate dependent on the association what specific fields must be completed. Also any MLS[®] policies must be adhered to including the reporting of conditional and firm sales.
 2. If a RAHB or Niagara member/user is disabled through step #7 by non-compliance through remediation, whether active or in an investigative stage, the said member/user will not be permitted to join either RAHB or Niagara for the purpose of obtaining access to the MLS[®] system.
23. Fines for any errors from the MLS[®] policies or Rules and Regulations associated with an MLS[®] listing that are completed by an office administrator will be assessed to the Member or Brokerage.
24. When marketing individual and combined listings; when a combined listing is sold, the individual listings associated with the sold listing will be cancelled by way of a cancellation of listing agreement signed by the seller and broker. The cancellation must be received by RAHB or processed through broker load the same day as the report of sale for the combined listing. On the first offence a warning letter will be forwarded; on the second or any subsequent offence a \$100 fine will be issued.

OpenHouses.ca Terms of Use

1. All properties listed on OpenHouses.ca must comply with the standard RAHB Rules and Regulations and MLS[®] Policies.
2. All open houses must be listed on the RAHB MLS[®] system.
3. This site is for public open houses only.
4. All open houses listed must be available for viewing without pre-registering with the listing salesperson.
5. Each record must only refer to a single listing – no “10 more available.”

RAHB MEMBERS OPEN HOUSE

1. Only MLS[®] Listings shall be permitted to have an open house and only after such Listing has been received and processed by the Association.
2. As of January 1, 2010 all offices with Broker Load privileges are required to Broker Load and/or cancel their own open houses through the Association's MLS[®] System.
3. For Members having their open house Board Loaded, the request to have or cancel an open house must be completed and submitted to the Association no later than noon, one (1) business day prior to the open house.
4. For open houses cancelled after noon one business day prior to the open house, the Member must either be present at the property during the open house time to inform Members of the cancellation, or visibly post a sold sign or a notice informing the Members of the cancellation
5. When any Member misses their open house, a letter from the Association will be sent to the Broker of Record and the Member shall be fined.
6. Member offices which are located outside of the Association's jurisdiction shall only be permitted one open house within the Association's jurisdiction per office per day.

Burlington Area Only

8. Only one (1) open house is permitted within any thirty (30) day period unless the Seller lists with another office. If a REALTOR[®] disregards this rule, there will be a letter from the Association sent to the Broker of Record and the Listing Brokerage shall be fined.
9. If bad weather is incurred, roads under construction, or unusual circumstances, individuals must state in writing within seven (7) days of their own open house that they require a new date or forfeit the opportunity to do another open house for sixty (60) days.

Hamilton Open House Schedule

<u>Day</u>	<u>Time</u>	<u>District & Sub-areas</u>
Tuesday	10 a.m. – 12 Noon	10-18
Wednesday	10 a.m. – 12 Noon	40-46, 50-53, 56, 60-65 70-74, 80, 84, 85, 87, 88, 662-664, 765-772, 873-879, 980, 981, 1101, 1102, 1103 2000, 2010, 2018, 2028, 2040, 2049, 2059, 2067, 2084, 2100, 2105, 2110, 2115
Thursday	10 a.m. – 12 Noon	20-29, 54, 55, 57 101-104, 436-455, 556-561

Burlington Open House Schedule

<u>Day</u>	<u>Time</u>	<u>District & Sub-areas</u>
Tuesday	10 a.m. – 12 Noon	34, 35
Tuesday	11 a.m. – 1:00 p.m.	36, 38, 40, 43, 44, 45, 46
Thursday	10 a.m. – 12 Noon	31, 32, 33
Thursday	11 a.m. – 1 p.m.	30

43, 44, 45, and 46 have the option of being placed on the Hamilton open house program

Statistical Report Types

RAHB's statistical report types are as follows:

Tier 1 General reports available to all members

Sale by type; Sale by area – monthly & year to date
Commercial sales by type, area, lease stats – monthly & year to date
Comparison Report – monthly

Tier 2 General stats available only to RAHB members

Individual Member Market Share – monthly & year to date
Residential Sales by area – monthly & year to date
New Home Sales by area – monthly & year to date

Tier 3 Broker of Record/Manager reports, only available to RAHB Broker of Record/Managers, increased terms of use apply

Market share for office; listed by city, listed by sub-area, sold by city, sold by sub-area, combined – monthly & year to date
Individual office market share – monthly & year to date
Market share for members; listed by city, listed by sub-area, sold by city, sold by sub-area, combined – monthly & year to date

Remediation Policy

STEP ONE: Password change.

Note this is a required first step in remediation and is a very effective way of eliminating users who “didn’t know” their password was being shared, etc.

STEP TWO: Email Notice #1

Dear MLS[®] Subscriber:

You previously received a notification that your MLS[®] login activity has been identified as high risk – that is, it appears that a person or persons other than you are using your login credentials (login ID and password).

The MLS[®] Subscriber Agreement specifically prohibits the sharing of log in credentials. If you currently share your login ID and password, you must stop doing so.

If the MLS[®] System security system continues to detect high risk activity on your account, you will be subject to sanctions, which could include a fine and/or suspension of your MLS[®] service. If you feel your account may have been compromised without your knowledge, reset your MLS[®] password: [click here](#)

If you are sharing your account with your assistant or other office personnel, those individuals must obtain their own MLS[®] log in credentials in order to continue accessing the MLS[®] System. Please click on the appropriate link below to access the necessary form.

REALTORS[®] Association of Hamilton-Burlington

- New Member Application [click here](#)
- New Office Administrator Application [click here](#)
- New Assistant Application [click here](#)

We appreciate your cooperation in this matter. Thank you for helping us ensure your MLS[®] System is secure. If you feel you are receiving this notice in error, please contact MLS[®] Support at 905.667.4650. If you wish to read the MLS[®] Subscriber Agreement, [click here](#)

Sincerely,
Compliance Team

STEP THREE: On Screen Alert #1

Notice to MLS[®] Subscriber:

This MLS[®] System uses a security system that monitors and detects risk behavior with login credentials – that is, the system monitors each user’s login to the system and identifies those users suspected of sharing their login credentials (login ID and password) with one or more other people. Your account has been identified as being high risk. The MLS[®] Subscriber Agreement specifically prohibits the sharing of log in credentials. If you currently share your login ID and password, you must stop doing so.

To bring your account into compliance with the MLS[®] Subscriber Agreement, please follow these steps:

1. [Click here](#) to change your password.
2. If you have been sharing your account with an assistant or other office personnel, please ensure they obtain their own credentials for accessing the MLS[®] System. Forms to apply for their own MLS[®] credentials are below.

REALTORS® Association of Hamilton-Burlington

- New Member Application [click here](#)
- New Office Administrator Application [click here](#)
- New Assistant Application [click here](#)

We appreciate your cooperation in this matter. Thank you for helping us ensure your MLS® System is secure.

Should you have any questions or if you feel you have received this notice in error, please contact MLS® Support at 905.667.4650. If you wish to read the MLS® Subscriber Agreement, [click here](#)

Sincerely,

Compliance Team

STEP FOUR: Password Change

RAHB Users: A formal letter will be sent to the Broker of Record/Manager to notify the continued issue with your login credentials.

Builds additional body of evidence when/if sharing continues and also gives users opportunity to exit remediation through compliance.

STEP FIVE: Email Notice #2

Attention MLS® Subscriber:

Maintaining a secure MLS® system is important for all users of the system. Our login security has detected unusual activity on your account that indicates your account continues to be high risk – that is, another person or persons are logging in with your credentials (login ID and password).

We remind you that, according to the MLS® Subscriber Agreement, login credentials must not be shared with any individual at any time. Please ensure you have exclusive control of your ID and password at all times.

If you are an office assistant using login credentials other than your own, you must use your own to log in the MLS® System. If you do not have your own credentials, click on the appropriate link below to access the necessary form.

REALTORS® Association of Hamilton-Burlington

- New Office Administrator Application [click here](#)
- New Assistant Application [click here](#)

If you need an MLS® membership application to join our MLS® System, please click on the appropriate link below.

REALTORS® Association of Hamilton-Burlington

- New Member Application [click here](#)

If the security system continues to detect unusual activity on this account, you may be required to enter additional information at log in (such as a one-time password, delivered by email) and you may ultimately be required to defend against charges of violating the MLS® Subscriber Agreement. (A copy of the Agreement can be found [here](#))

You are also required to attend a compliance review upon notification from the Association.

We appreciate your cooperation in keeping the MLS® System secure. If you feel you have received this alert in error, please contact MLS® Support at 905.667.4650.

STEP SIX: ONE TIME PASSWORD AT LOGIN

Users will be required to enter the OTP (Other Temporary Password) delivered to them via email at each login. Users without an email address on file will be unable to receive the password needed to login. *Goal is to not have users reach this step.

STEP SEVEN: EMAIL NOTICE #3

Dear MLS[®] Subscriber:

You have recently received multiple notifications and alert messages regarding the unauthorized use of your login credentials (login ID and password) by others. As a final step to resolve this issue, you have been required to log in using one-time passwords for the past seven days.

Our security system continues to detect high risk activity on your account – that is, one or more persons other than you are still using your login credentials to access the Association's MLS[®] System.

As the above steps have failed to resolve the situation, and according to the provisions of the Association's Rules and Regulations (see below), your access to the MLS[®] system is now suspended.

The following actions will be taken in this regard:

A complaint will be forwarded to the Association's Professional Standards Committee for further investigation of a breach of the Rules and Regulations;

Associations Rules and Regulations:

REALTORS[®] Association of Hamilton-Burlington[®] Rules and Regulations SECTION (7) 7.11 and 7.12 Remedies

7.11 Any theft, sabotage, unauthorized use of, or unauthorized access to the Association's MLS[®] System or the MLS[®] Data constitutes a breach of these Rules and shall be dealt with in accordance with the provisions of the Association's Bylaws. Notwithstanding any sanctions or penalties imposed by the Association, the Association reserves the right to seek any and all redress and remedies available to it in a civil action against the unauthorized person (whether such person is a Member or non-Member) and/or any Member permitting the unauthorized access or to unauthorized use of the Association's MLS[®] System or the MLS[®] Data contained therein by an unauthorized person. In the event it is discovered there is a breach of these Rules by a Member, such Member's access to the Association's MLS[®] System shall be immediately suspended pending investigation by the Association.

7.12 In addition to the Association's rights and remedies set out in Subsection 7.11, the Association reserves the right to immediately terminate a Brokerage's or an individual Member's Access Codes and/or Access Programs, without notice, in the event of any unauthorized use of, or granting unauthorized access to, the Association's MLS[®] System or any MLS[®] Data contained therein or any other breach of the provisions of this Section 7.