



Customer Subscription Agreement

Subscriber: _____

Contact: _____

Industry Type: _____

Billing Address _____

Phone: _____ **Fax:** _____

Email: _____

Physical Address: _____

Phone: _____ **Fax:** _____

Initiation Fee: \$250.00 _____

Contract Date: _____

Monthly Fee: \$ _____

Service Date: _____

Initial Payment Due: _____

Billing Date: _____

The Undersigned Subscriber agrees to abide and be bound by the terms and conditions of this Subscription Agreement, including the terms and conditions contained in the attached "General Terms" sheet, "Service Selection" sheet and "MLS Addendum" sheet (if applicable) and agrees to pay the Subscription Fee and Monthly Fees set forth above according to the General Terms.

Print name: _____ **Title:** _____

Signature: _____ **Date:** _____

MLS Hawaii, Inc.
dba
Hawaii Information Service
Customer Subscription Agreement
GENERAL TERMS

- A. Subscribers electing a monthly billing cycle agree to pay, by the 5th day of the service month, all monthly service fees and usage charges at the rates then in effect, plus applicable federal, state (including G.E.T.) and local taxes. Subscribers electing a quarterly billing cycle agree to pay the fees, charges and applicable taxes by the 5th day of the first service month. The monthly and quarterly service fees are non-refundable. Subscriber acknowledges that suspension of service will occur whenever delinquencies occur, and agrees to pay all costs (including attorney's fees and costs of court) incurred by Hawaii Information Service (HIS), in collecting such overdue amounts. Overdue accounts shall accrue interest at the rate of 1 1/2% per month from and after the 30th day following the invoice date.
- B. Upon prior notice published through the Service, Hawaii Information Service may modify this Agreement or the monthly/quarterly service fee. In addition, Hawaii Information Service may discontinue or revise any or all other aspects of the Service at its sole discretion and without prior notice.
- C. Subscriber expressly agrees that use of the Service, which includes the contents thereof and any storage or use of information provided through the Service, is at the Subscriber's sole risk. Hawaii Information Service does not warrant that the Service will be uninterrupted or error free. Because of the independent sources from which the information in the Service is obtained and the inherent hazards of electronic distribution, there may be occasional delays, omissions or inaccuracies in the information provided by the Service. The information published and disseminated by Hawaii Information Service is communicated verbatim, without change by Hawaii Information Service as obtained by Hawaii Information Service, from public records. Hawaii Information Service does not independently verify the information provided and disclaims any responsibility or liability for its accuracy or completeness.
- D. The information in the service is distributed on an "as is" basis and HIS makes no warranties of any kind, express or implied, including, without limitation, any express or implied warranty concerning the accuracy, completeness, currentness of fitness for a particular purpose, merchantability, or title, concerning the service or information provided through the service. Neither Hawaii Information Service nor anyone else involved in creating, producing or delivering the information provided through the service shall be liable for consequential or incidental damages or for any lost profits or any claim or demand of a similar nature or kind, whether asserted by subscriber against HIS or against subscriber by any other party, even if HIS has been advised of the possibility of such damages; and subscriber agrees to defend, indemnify and hold HIS harmless from any and all claims, actions, demands, or other liability (including attorneys' fees) to third parties which result from the use of the service by subscriber. Notwithstanding the generality of the foregoing, in the event that the law restricts HIS's ability to disclaim liability and warranty as aforesaid, then in such event, it is agreed that the extent of HIS's entire aggregate liability for damages, if any, in connection with the use of the service (whether based in contract, tort or otherwise), shall not exceed the fees actually paid by subscriber during any one year of this subscription agreement.
- E. Hawaii Information Service shall not be liable for any loss or injury caused in whole or part by any contingencies or circumstances beyond its control in procuring, compiling, reporting or delivering any information provided through the service, or for any consequential, special or similar damages, even if Hawaii Information Service has been advised of the possibility of such damages. By signing below, subscriber agrees that the liability of Hawaii Information Service if any, arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the service or the information provided through the service, shall not exceed the fees actually paid by subscriber during any one year of this subscription agreement.

- F. The information provided through the Service is the property of Hawaii Information Service and is protected by copyright. Information received through the Service may be stored in memory, manipulated, analyzed, reformatted, printed and displayed only for the individual use of the Subscriber. Except as expressly permitted by Hawaii Information Service the further publication, re-transmission, re-distribution, or resale of any information received by the Subscriber through the Service is strictly prohibited.
- G. Subscriber is responsible for and must provide all telephone and other equipment and services necessary to access the Service. Access to the Service databases through the use of any unauthorized device or method is prohibited and such use shall be considered a breach of this Agreement. In addition, it will be the policy of Hawaii Information Service to treat, to the extent permitted by law, such unauthorized access as a violation of the Hawaii Penal Code, Hawaii Revised Statutes, Chapter 708, Part IX, and Hawaii Information Service may, at its option, report any detected unauthorized access to the appropriate prosecuting authority.
- H. The Subscriber agrees that the provision of information or assistance to any person or entity, not a Subscriber of the Service, which enables or is intended to enable said person or entity to gain unauthorized access to the Service databases shall be considered a breach of this Agreement. In addition, it will be the policy of Hawaii Information Service to treat, to the extent permitted by law, such unauthorized assistance as a violation of the Hawaii Penal Code, Hawaii Revised Statutes, Chapter 708, Part IX, and Hawaii Information Service may, at its option, report any detected unauthorized access to the appropriate prosecuting authority.
- I. It will be the policy of Hawaii Information Service to the extent permitted by law, to treat any damage to Hawaii Information Service's databases or software as a violation of the Hawaii Penal Code, Hawaii Revised Statutes, Chapter 708, Part IX and to seek criminal prosecution therefore. Such damage may include, but not be limited to, the adding of unauthorized data or software codes, the unauthorized changing of any data or software codes, the unauthorized deleting of any data or software codes or the unauthorized changing, deleting or adding of any codes or instructions to any software or firmware residing on any Hawaii Information Service computer. In addition, Hawaii Information Service shall be authorized to initiate appropriate legal action to recover any monetary losses suffered by Hawaii Information Service on account of any damage to the Hawaii Information Service databases or software.
- J. The Subscriber is advised that Hawaii Information Service through its central facilities has the capability of monitoring, from time to time, the Subscriber's use of the Service. This capability has two facets: (1) to facilitate user training, Hawaii Information Service may monitor and observe (in real time) a Subscriber's use of the Service, i.e., observe Subscriber requests and Service responses; and (2) to facilitate the identification and correction of possible problems in the Service's software operating systems, the Service continuously records and retains a history of a Subscriber's use of the Service. Except as may be required by law and for the internal use of Hawaii Information Service the information obtained by Hawaii Information Service through its monitoring capabilities will not be made available to any agency, organization, person or Subscriber.
- K. Unless otherwise agreed BY Hawaii Information Service the Subscriber's right to use the Service is not transferable.
- L. This agreement is, and shall be governed by and construed in accordance with the laws of the State of Hawaii applicable to agreements made and performed in Hawaii.

Hawaii Information Service

SERVICE SELECTION

REsearchä TMK (TMK)

A public records database containing information for every tax map key recorded in the State of Hawaii. Information is gathered from the Bureau of Conveyances, Department of Planning & Permitting and the Real Property Tax Assessors' Offices, which includes taxes, sales history, building details and much more.

Multiple Listing Service (MLS)

Multiple Listing Service for the Kauai, Hawaii Island (Hilo) and Kona Boards of REALTORS®. This database is available only to actively licensed real estate brokers and appraisers.

Business Registration (BREGS)

A business reference database, providing information for over 70,000 businesses registered in the State of Hawaii. Search fields available (but not limited to): company name, officer name(s), type of business, purpose, zip code and more.

Professional Vocational Licensing (PVL)

This database includes information for every vocational or professional license issued and recorded in the State of Hawaii. Search fields available (but not limited to): Licensee name, license type, status and more.

Map Modules

The scrollable parcel map feature of webREsearch™ is the latest and most valuable tool allowing users to identify an area and zoom in on properties without having the tax map key, street address, owner name, or other specific information. Module includes: GIS (Global Information Systems) maps and Tax Maps. Both maps are printable and tax maps are easily downloaded.

*Check (1) service preference. *Note: All prices shown are monthly and exclude G.E. tax):*

TMK/Rainmaker \$98.80/month

TMK/Rainmaker/Maps \$150.75/month

Payment Agreement

Subscriber/Company _____ **Contact Person** _____
Username (4 to 12 characters) _____ **Password** (6 to 12 characters) _____

Select Regular billing cycle: ___ Monthly ___ Quarterly ___ Semi-Annual ___ Annual

Pre-Payment

I authorize Hawaii Information Service (HIS) to keep my signature on file and to charge by VISA/Master Card or debit my checking/savings account for the following fees, as they apply:

- 1) The Initial Subscription Fee
- 2) TMK Access
- 3) MLS & TMK
- 4) Internet Access
- 5) Digital Subscriber High Speed Line

<i>Office Staff Only:</i> Account #: _____ Office ID: _____

Discounted Subscription Fee (Please Check Only One)

_____ 3% discount for TMK and/or Tax Maps ___ monthly ___ quarterly ___ semi-annual (select one). *
_____ 11 months **advance payment** for TMK and/or Tax Maps, with the 12th month free.

* In order to receive the above discount your account must be set up for an automatic debit to your credit card or checking account.

To prevent service interruption, I will notify HIS of any change in my Credit Card or Checking/Savings account. There will be a \$25.00 service charge for any NSF checking debits for each occurrence: "**Advance payment for fees are non-refundable and will not be pro-rated**".

PLEASE SELECT ONLY ONE (1) PAYMENT OPTION:
By signing below I am indicating that I understand and agree to the above.

Option 1 – Charge my credit card

_____ Visa _____ Master Card Account # _____ - _____ - _____ - _____ Expire Date: ____/____
Name: _____
(Please Print Name exactly as it appears on your credit card)
Signature: _____ Date: _____
This account information will be used for: _____
(Print subscribers name above, if other than the subscriber)

Option #2 – Debit my Bank Account

_____ Checking (Attach a copy of a VOID check)
_____ Savings (Attach a copy of a Deposit Slip)
Bank Name: _____ Branch: _____
City: _____ State: _____ Zip: _____
Name: _____
(Please print name exactly as it appears on your account)
Signature: _____ Date: _____
This account information to be used for: _____
(Print Subscribers name above, if other than the subscriber)

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