

## ACCEPTANCE OF UPDATED MAY 2023 SUBSCRIBER LICENSE AND ACCESS AGREEMENT FREQUENTLY ASKED QUESTIONS

- 1. WHAT IS THE SUBSCRIBER LICENSE AND ACCESS AGREEMENT (SLAA)?**  
It is the agreement that describes the terms of use for our MLS system that all subscribers must agree to and accept in order to access and use the service.
- 2. WHY DO I NEED TO ACCEPT A NEW SLAA?**  
This is not a *new* SLAA, it is an update to our existing agreement, but some changes have been made to it as part of the process of launching our new MLS system, HIMLS. Subscriber re-acceptance is not required for every change that is made to the SLAA, however, would like to keep you aware of important changes that are made, as we've done in the past.
- 3. WHEN DID IT TAKE EFFECT and WHAT HAS CHANGED?**  
The latest SLAA update went into effect in May 2023. The most noteworthy change is the removal of the specific reference to REsearch as "the system" for our MLS service, which is necessary as we transition to HIMLS.  
  
Other changes include:
  - **1. (a) Definitions/"HIS Database" and "Subscriber Contribution"** – Adding "pictorial, renderings, graphic, audiovisual works" to the description of the data in the system, which was previously described only as "text, binary, and photographic image data"
  - **1. (b) Usage (iii) and 4. (c) Conditions of service** – Adding specific references to the Fair Housing Act and Americans with Disabilities Act
  - **5. (a) Confidentiality** – Adding more restrictive verbiage to specify not only no sharing of passwords, but also "the HIS database, or HIS systems available to any third party..."
  - **7. (b) Payment terms** – Changes HIS's right to suspend service for non-payment from after the 5<sup>th</sup> day to "without further notice"
- 4. DO I NEED TO DO ANYTHING ELSE ONCE I ACCEPT THE TERMS?**  
No, that is all that is required. Thank you for your cooperation.
- 5. FOR AFFILIATED SUBSCRIBERS - DOES MY PRINCIPAL BROKER NEED TO SIGN MY SLAA ON MY BEHALF ALSO, LIKE THEY DID WHEN I ORIGINALLY BECAME A SUBSCRIBER?**  
No, this is an update to the SLAA, not an entirely new agreement. The Principal Broker's signature on affiliated subscriber agreements is not required for updates.
- 6. WHAT HAPPENS IF I DON'T ACCEPT THE TERMS OF THE UPDATED SLAA?**  
Your acceptance of our terms of use is required for you to maintain access to the system. If you indicate that you no longer accept the terms of use, your MLS service will be scheduled for termination and you will no longer have access to our MLS service as of that date. We will notify you of the exact date and time that your service will terminate, which will be based on when you chose to not accept the updated terms.



IF YOU ARE A PRINCIPAL BROKER OR APPRAISER – If you do not accept the SLAA and you have subscriber affiliates who currently have access to the service, their service will also be terminated even though they may have indicated that they accept the SLAA. You and your affiliated subscribers will not be billed for any service beyond any billing period that you have already paid, nor will any refunds be issued for any fees that you have already paid. Also, any active, contingent or under contract listings that you and your affiliated subscribers currently have in the service will be withdrawn, and any IDX or VOW service that you currently have with us will also be terminated.

IF YOU ARE A SUBSCRIBER BUT NOT THE PRINCIPAL BROKER – Please be advised that not accepting the terms of the updated terms of use DOES NOT automatically release you from an obligation to subscribe. If you are still obligated to subscribe through your affiliation with a subscribing Principal Broker, your access to the MLS service will be suspended, but you will continue to be billed for MLS fees.

7. WHAT IF I SELECT THAT I DO NOT ACCEPT BY ACCIDENT, OR I CHANGE MY MIND AND WANT TO ACCEPT?

If you would like to change your selection and you wish to have your service continue, because you have already declined, you will no longer have the option to accept online. You will be required to complete and sign the Subscriber License and Access Agreement and return it to us **by 4:00 p.m. of your scheduled termination date** by email to [Membership@HiInfo.com](mailto:Membership@HiInfo.com) or by fax to 1-888-628-3121 (neighbor islands) or 536-6499 (Oahu or mainland), or you may contact our Membership Dept. to request to receive it via DocuSign.

8. WHAT IF I DON'T TAKE ANY ACTION AT ALL?

Our SLAA On-line Acceptance Program ends on Monday, July 31, 2023. If a subscriber *logs in and does not make a selection or does not log in at all* during the SLAA on-line acceptance program period by the July 31st deadline, in accordance with Section 11g of the SLAA, ***HIS will assume that the subscriber accepts the SLAA.***

*11. (g) Amendment. Subscriber expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). HIS may amend this agreement by providing 30 days' advance notice of the amendment to Subscriber or the Subscriber Affiliates. If Subscriber continues to use the HIS Service or HIS Software after the expiration of the 30-day notice period, Subscriber will be deemed to have agreed to the terms as amended.*

FOR ANY OTHER QUESTIONS OR IF YOU NEED FURTHER ASSISTANCE, PLEASE CONTACT OUR MEMBERSHIP TEAM AT 1-800-628-3121 OR [MEMBERSHIP@HIINFO.COM](mailto:MEMBERSHIP@HIINFO.COM).