



Your Personal Information

First Name:		Last Name:	
Daytime Phone Number:		Office Phone Number:	
Email Address:			
Brokerage:		TREB Membership #*:	
Mailing Address:			
City:	Province:	Postal Code:	
Signature/Initials:		Date:	

By signing, you are agreeing to the terms and conditions specified in the EziAgent Subscription Agreement (page two).

*Provide your TREB Membership # if you need automatic update your listings from Torontomls.net .

Choose ONE of the following 2 editions:

EziAgent Subscriptions	One-time Setup Fee	+ Annually Subscription Fee =	Total for 1 st Pay	✓
Standard	\$99	12 x \$29.98**	\$458.76 + Tax	
Dual-Language Site	\$199	12 x \$39.98*	\$678.76 + Tax	

Please Choose the Following Option you are interested:





Domain Register***	.COM \$14.98/yr (minimum 3 years)	x \$14.98		
	.CA \$19.98/yr (minimum 3 years)	x \$19.98		
Custom Design***	Base upon the design			
Picture/Flash Design***	\$100 up	x \$		
Total				

Subscriptions are ordered annually, payable in advance. A one time setup fee applies at the start of the first payment. All prices quoted in Canadian dollars, and all fees are subject to HST.

** Monthly subscription will be protected three years.

***Custom design and domain register fees are not refundable.

Bulk subscriber: Please call us at (905)624-3686 or email sales@EziAgent.com to query price.

How do you know us?	30 Day Money Back Guarantee	3 Easy Ways To Order
<input type="checkbox"/> Other agent/company: _____ <input type="checkbox"/> Conference or training session. <input type="checkbox"/> Ad on website or directory. <input type="checkbox"/> Search engine. <input type="checkbox"/> Cold call or direct mail. <input type="checkbox"/> Referrer: _____ <input type="checkbox"/> <input type="checkbox"/> Other: _____	 <p>We want you to be delighted with your EziAgent site.</p> <p>Each subscription comes with a 30 day full money back guarantee. If you are not 100% satisfied with your new EziAgent site, just let us know within thirty days of the start of your subscription, and we will refund your fees, including the setup fee!</p>	 FAX to (905)624-3682  SCAN completed form and EMAIL to sales@EziAgent.com  MAIL to EZI Technologies INC. 5100 Orbitor Drive, Suite 204 Mississauga, ON L4W 4Z4 CANADA

EZIAGENT SUBSCRIPTION AGREEMENT

This EziAgent Subscription Agreement represents the complete Agreement and understanding between

EZI Technologies INC.
5100 Orbitor Drive, Suite 204
Mississauga, Ontario L4W 4Z4
(hereinafter "EZI")

And the Real Estate Agent requesting a subscription (hereinafter the "Agent") and supersedes any other written or oral agreement. Upon notice, EZI may modify the terms and conditions contained herein and may discontinue or change the services offered in the event of failure to comply with the following provisions.

WHEREAS, the Agent wishes to subscribe to the EziAgent Internet service; and

WHEREAS, EZI is interested in offering the Agent such a service; WHEREAS, the Agent and EZI mutually desire to set forth the terms applicable to such association;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, the Agent and EZI, intending to be legally bound, hereby agree as follows:

SECTION ONE: DEFINITIONS

1.1 – **HTML** means the series of commands for formatting Web Pages known as Hypertext Markup Language, and shall include any current and future extensions thereto, whether or not the extensions are commonly viewed as "official".

1.2 – **Internet** means the world-wide network of computers commonly understood to provide some or all of the following features, among others: electronic mail, file transfers through File Transfer Protocol ("FTP"), Telnet access to local and remote computers, UseNet Newsgroups, Gopher access to information on local and remote computers, Wide Area Information Servers, and World Wide Web access.

1.3 – **Agent Site** means the EziAgent web page set up by EZI.

1.4 – **Administrative Site** means the part of the Agent site accessible through a secure login.

1.5 – **External Web Site** means any Web Page or other material that can be accessed using a Web Browser and that is not part of EZI' or the Agent's Web Site.

1.6 – **Home Page** The first page that displays when accessing a Web Site.

1.7 – **Web Browser** means software designed to allow interactive access to the World Wide Web (and in some cases to other Internet resources as well), currently supporting Microsoft Internet Explorer.

SECTION TWO: TERMS AND CONDITIONS

This agreement details the terms and condition under which the Agent will receive the EziAgent service from EZI.

2.1 – Scope

Under the terms of this agreement the Agent will be entitled to a web site that displays the Agent's stories, events, news and other services available. It is the responsibility of the Agent to upload a photo to his/her site. Step by step instructions will be provided. The site contents and intended purpose is for Agent clients and friends to share and visit on Agent-related issues and properties, and may not be expanded beyond the interest of the Agent activities. The contents of the web site should be in line with the Agent's policies and practice and may not include any illegal or potentially offending material to the public. EZI reserves the right to terminate this agreement at any time if the content, message or attitude of the Agent site is deemed controversial or offensive to the public. This decision is made at EZI's discretion. EZI will be free to do so without prior notice and/or explanation. In such case the Agent agrees that there will be no monetary refund of any prepaid fees for the subscription services. Each Agent will be entitled to a web site accessed with an address as a subdirectory of the EziAgent URL,

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for example, www.EziAgent.ca or www.EziAgent.com/AgentName.

Any Agent that wishes to register or already has their own Domain needs to set this up with their domain registrar, and can have this URL forwarded or redirected to the EziAgent Website. EZI reserves the right to change the specifications and layout of the EziAgent program without prior notice.

2.2 –EziAgent Newsletter

EziAgent issues a quarterly bulletin notifying users of system updates, case studies, as well as agent articles that we feel would be of value to subscribers. By default all agents are enrolled in this newsletter. Agents can opt out through an unsubscribe link or by contacting EZI directly.

2.3 – Agreement Period and Renewal

This Agreement will be valid for 6 or 12 months from the subscription start date, and will automatically be renewed for another equal period provided renewal fees are received not more than 30 days after the Subscription End Date. Thirty days after the Subscription End Date, the service will be discontinued without notice, and reinstating the service will be subject to the setup fee.

SECTION THREE: RIGHTS AND LIABILITIES

3.1 – Limitation of Liability

It is expressly agreed that EZI' maximum liability for damages hereunder, regardless of the form of legal action, whether in contract or in tort, including negligence, shall in no event exceed the actual subscription payment received by EZI for the services pursuant to this Agreement during the last 12 months of this Agreement.

3.2 – Service Availability and Response Time

EZI will exert its best possible effort to ensure the availability and response time of EziAgent. The Agent acknowledges that it will accept this service on an as-is basis, and no guarantees would be implied on either availability hours or response time.

3.3 – No Consequential Damages

In no event shall EZI be liable hereunder for special, indirect or consequential damages, including, but not limited to, loss of profits, loss of revenue, loss of use or loss of data, even if advised of the possibility thereof, or, if reasonably foreseeable, incurred by the Agent or claimed against the Agent by any other party, nor shall EZI be held liable for any damages whatsoever resulting from an event of force majeure. EZI' liability for death or personal injury resulting from the negligence of EZI or that of its employees or agents or in relation to any other liability which may not by applicable law be excluded or limited is not excluded or limited and nothing in this agreement shall be construed as an attempt to exclude or limit such liability.

3.4 – Ownership Rights

EZI retains all ownership rights on EziAgent, including the Agent Web Site. All work created by EZI is protected by Copyright law. EziAgent is an unregistered trademark of EZI. Any unauthorized use or duplication of EZI' work, including but not limited to HTML, ASP, ASPX, JavaScript, VBScript code, logos, page design or layout, and/or data is illegal, and will be prosecuted to the fullest extent of the law.

3.5 – Governing Law

This Agreement shall be governed by the laws of the Province of Ontario, Canada. EziAgent is protected by international copyright laws.

3.6 – Privacy

None of your personal information will ever be shared, rented, sold or otherwise released to any third party. You can read our Privacy Policy in its entirety at <http://www.eziagent.com/Privacypolicy.htm>