

SCHEDULE OF FEES AND CHARGES

Effective April 1, 2021

This schedule of fees may be amended upon 30 days advance notice to the subscribers. All notices required to be served from the service to subscribers shall be mailed, sent via facsimile transmission, or electronically mailed at the respective addresses which subscribers have advised the service in writing or as they have updated in their profiles in the system from time to time during the term of their participation.

MLS SERVICE FEES & SUBSCRIPTION FEES

PBS, PAS or Associate Subscriber Subscription Fees	\$187.50 per quarter, \$375 semi-annually & \$750 annually (Based on a monthly rate of \$62.50 per month*)
Licensed Support Subscriber Subscription Fees	\$120 per quarter, \$240 semi-annually & \$480 annually (Based on a monthly rate of \$40 per month*)
Unlicensed Support Subscriber Subscription Fees	\$125 annually
MLS of Choice (Outside Kauai and Hawaii Island Only)	\$55 per month, \$165 per quarter, \$330 semi-annually & \$660 annually, plus GET
New Office Set Up Fee	\$250 one-time fee per Office
New PBS, PAS or Associate Subscriber Account Set Up Fee	\$250 one-time fee per PBS, PAS or Associate Subscriber
New Support Subscriber Account Set Up Fee	No set up fee
Change in Office (Transfer) Fee	\$50 per change per change/ transfer
Change of Office Information	\$25 per change
Change of Subscriber Information	\$25 per change. Subscribers have the ability to change their profile information on-line. This fee is charged if they request that HIS make the changes for them.
Reinstatement Fee	Within 180 days: \$200 After 180 days: \$250

*** Subscription fees are billed no more frequently than quarterly. Quarterly billing periods are July-September, October-December, January-March and April-June. Semi-Annual billing periods are July-December and January-June. Annual billing occurs each July. Fees are billed and payable in advance. There are no refunds for services already paid. Subscribers are responsible for notifying HIS of license status changes within 24 hours of the change.**

OTHER SERVICE FEES

Photo Loading/Management Assistance	\$5 per photo. Subscribers have the ability to load and manage their listing photos on-line. This fee is charged if they request that HIS load or manage photos for them.
Changes to payment method or billing cycle after billing has been sent out	\$25 per occurrence
Returned check or credit card denial fee	\$25 per occurrence
Parcel Maps	Included with MLS service at no charge
Tax Maps	\$420 annually
Reciprocal/Foreign Listings (for non-MLS Licensees)	\$150 plug GET set up and maintenance fee per listing for up to 1 year. Limit 2 per year.

PROCESSING FEES FOR RULES VIOLATIONS

<p>HIS may but is not obligated to provide notices of violations. However, as a courtesy, 48-hour notices are currently sent to listors for violations. If the violations are not remedied within the notice period, the listors will be assessed processing fees. Processing fees not paid by the due date may result in the interruption or termination of service. Notices are emailed to listors and their respective PBs, BICs and DRs to the email addresses last provided to HIS. Subscribers must report changes to their email addresses in writing to HIS or update them in their profiles in the system.</p>	
<p>Failure to list property in the MLS or to submit the Certificate to Withhold Property from the MLS to HIS within one (1) business day of the effective date of contractual agreement with seller.</p>	<p>\$100 for the first instance \$500 for each subsequent instance</p>

Delinquent change of status or submittal of sold information. All status changes must be submitted to the service within one (1) business day of the change.	\$50 for the first instance \$100 for each subsequent instance
Listing of property without contractual agreement with seller.	\$100 for the first instance \$500 for each subsequent instance
Delinquent submittal of listing photo. A photo of the listed property must be loaded to the listing record within one (1) business day of the listing release.	\$50 after four (4) days of listing release and \$50 per week thereafter until a photo is loaded
Omission of required listing elements; listing of property as the wrong type; inaccurate data; omission of required disclosures; disclosures in the wrong sections; duplicate listings.	\$25 for the first instance \$50 for each subsequent instance
Inclusion of prohibited content in the public remarks field, photographs and video tours attached to listing records.	\$25 for the first instance \$50 for each subsequent instance
Inclusion of content for which the subscriber does not have ownership rights.	\$25 for the first instance \$50 for each subsequent instance Subscriber also indemnifies, defends and holds the service harmless from any claim resulting from subscriber's submission of content to the service that infringes on the copyrights of any third party.
Misuse or unauthorized sharing of HIS data.	\$500 for the first instance \$1,000 for the second instance Suspension or termination of service for the third instance
Failure to provide required records or copies of contracts or documents to HIS within three (3) days of request.	Suspension or cancellation of service
<ul style="list-style-type: none"> • HIS reserves the right to remove any listings from the listing database that is in violation of the rules. • HIS may submit sold information for listings of terminated or suspended subscribers. • Service may be suspended or terminated due to repeated violations or for non-payment of processing fees when due. 	

TERMS & DEFINITIONS

TYPE OF SUBSCRIBERS

Principal Broker Subscriber (PBS) – The chief principal officer of the firm who is capable of offering and accepting compensation and/or cooperation to and from other Principal Brokers. (May or may not be a member of a board of REALTORS®.) Must subscribe to HIS before any of their staff can apply for HIS Service. PBSs are responsible for having all of their actively licensed employees who are physically located on the islands of Hawaii and Kauai subscribe to the service and/or complete and submit Waiver Applications as required by the service. PBSs are also responsible for reporting any changes of the licensure status of their employees or of any additions or deletions to their employee rosters to the service within 24 hours of the change. Failure to comply with these requirements may cause the suspension or termination of service to the PBS and all of their subscriber affiliates.

Principal Appraiser Subscriber (PAS) – An individual or entity that is licensed to appraise real property pursuant to HRS Chapter 466k. (May or may not be a member of a board of REALTORS®.) Must subscribe to HIS before any of their staff can apply for HIS Service. All PAS subscriber affiliates who possess active and current licenses must subscribe to the service as required by the service. Failure to comply with this requirement may cause the suspension or termination of service to the PBS and all of their subscriber affiliates.

Associate Subscriber – An individual who is associated with a Principal Broker Subscriber or a Principal Appraiser Subscriber either as a licensed employee or independent contractor who performs acts related to real estate sales and/or receives commissions or referral fees or quotes prices. Associate Subscriber's subscription for HIS Service is subordinate to and dependent upon a PBS or PAS subscription. The service may not be accessed by anyone unless his/her PBS or PAS is already a subscriber.

Subscriber Affiliates – Subscriber and its Associate Subscribers, Licensed Support Subscribers, Support Subscribers, employees, and contractors. Subscriber affiliate subscriptions are subordinate to and dependent upon a PBS or PAS subscription. The service may not be accessed by anyone unless his/her PBS or PAS is already a subscriber.

Licensed Support Subscriber – A licensed individual who works in a support capacity to brokers and/or agents who does not receive any commissions, quote prices or attend any open houses or caravans, or performs any acts related to real estate sales. Must complete and submit a Waiver Application upon subscribing for HIS Service to have initial fees waived and to be charged the lower support staff monthly fees. Waivers terminate on June 30th each year. New waiver applications must be submitted by June 30th for the next fiscal year. Licensed Support Subscriber's subscription for HIS Service is subordinate to and dependent upon a PBS subscription. The service may not be accessed by anyone unless his/her PBS is already a subscriber.

Unlicensed Support Subscriber – An unlicensed individual who works in a support capacity to brokers, appraisers and/or agents who may or may not be seeking licensure. Support subscriber does not receive any commissions, quote prices, attends any open hours or caravans, performs any acts related to real estate sales, or appraises real property. If the Support Subscriber is seeking licensure, upon acquiring a license he/she or his/her PBS or PAS must report it to HIS within 24 hours of the license effective date. Support Subscriber's subscription for HIS Service is subordinate to and dependent upon a PBS or PAS subscription. The service may not be accessed by anyone unless his/her PBS or PAS is already a subscriber.

Waivered Subscriber – If an actively licensed employee of a PBS does not participate in the sales of real property, and does not receive any compensation in the way of commissions or referral fees, and does not need access to the service, he/she may be eligible for a waiver from subscribing to the service. Such employees may be property managers, time share agents, officers, partners or consultants. Any licensee with the position of Principal Broker, Broker-in-Charge, or Individual (Sole Owner) as shown in his/her license record displayed in the State of Hawaii Department of Commerce and Consumer Affairs Professional Vocational Licensing Search site is not eligible for a waiver. Waiver application forms must be completed annually and submitted to the HIS Board of Directors for approval. Currently, any actively licensee employed by a PBS who is not physically located on the islands of Kauai or Hawaii is exempt from this requirement. Waivers are not available to actively licensed appraisers employed by a PAS.

RULE VIOLATION TERMS

Inaccurate Data – Inaccurate information that has been entered into the HIS database by subscribers. Only information that can be verified by a third-party source (i.e., tax records) will be considered inaccurate data. Fair Housing violations are included.

Inclusion of prohibited content in the public remarks fields, photographs and video tours attached to listing records – Fields designated by the service as public remarks fields and attachments to listings records accessible by the public may only contain descriptions of the physical traits of the listed properties. Inclusion of any marketing, promotional messages or contact information is prohibited. Photographic images and video/virtual tours shall only contain depictions of the physical characteristics of the listed property. Images of "for sale" signs and pictures of person are expressly prohibited. This prohibition also bans the inclusion of hyperlinks, website or URL addresses to websites or web pages that contain marketing, promotional messages, contact information or banned images.

Inclusion of content for which the subscriber does not have ownership rights – Subscribers assign to the service or grant licenses to the service those rights in copyrights in the listing content they submit to the service. Subscribers warrant that they have the authority to assign or license those rights to the service. In the event that there is a claim or charge of copyright infringement caused by content submitted by a subscriber, the subscriber indemnifies, defends and holds the service and other subscribers harmless against such claims and charges.

Omission or Inaccurate Entry of Required Listing Elements - In accordance with Section of 3.12 of the Rules and Regulations, each listing must include the Required Listing Elements. (See MLS Rules and Regulations)

Failure to list property – A listing must be entered into the system within one (1) business day of execution of a contractual agreement with the seller. If a listing is not entered into the system or a Certification to Withhold Property from the MLS form is not sent to HIS within that time frame, processing fee shall be assessed. As provided in the Rules and Regulations, HIS reserves the right to request a copy of any and all listing contracts or agreements.

Submittal of Listing Without Seller's Written Authorization – A listing contract including the seller's written authorization is required prior to entering the listing into the system. As provided in the Rules and Regulations, HIS reserves the right to request a copy of any and all listing contracts or agreements.

Delinquent Change of Status – Any changes to the status must be entered into the system within one (1) business day. Failure to do so shall result in the applicable fee being invoiced.

Note: A listing must be placed in C/Contingent or U/Under Contract status upon the acceptance of an offer, signing of a purchase contract/agreement by buyer and seller, or if the listed property is in escrow. The C/Contingent or U/Under Contract listing may not be returned to Active status until the purchase contract/agreement and escrow are completely cancelled. This rule is not subject to any condition or any agreement with either or between the seller and buyer.

Delinquent Submittal of Listing Photo – At least one photograph of the property must be posted with each listing entered into the system regardless of status or type. If a photo is not posted within one (1) business day of listing entry date, the Subscriber will be notified and given 48 hours (excluding weekends and holidays) to submit a photo. Failure to do so shall result in the applicable fee being invoiced.

Misuse of HIS Information – May include, but not be limited to, the sharing of HIS information with unauthorized parties, allowing unauthorized access to the service or unauthorized reproduction or publication of listing information. HIS information may not be used in the creation and sale of derivative products or sold or licensed to any third party.

Failure to provide required records or copies of them to HIS – Subscriber is required to maintain documentation on each listing entered into the system for a period of no less than one year after the expiration or sale of each listing, whichever is later. These records or copies of them must be provided within three days of the service's request for them.