

**RULES AND REGULATIONS
SAVANNAH MULTI-LIST CORPORATION**

DEFINITIONS

Section 1. Unless the context requires otherwise, all capitalized terms and abbreviations contained herein shall have the meanings assigned to them in the Savannah Multi-List Corporation (SMLC) bylaws.

LISTING PROCEDURES

Section 1. Listing Procedures: Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of SMLC and are taken by Participants on exclusive right to sell, exclusive agency listings and limited service listings shall be submitted into the MLS within ~~forty-eight~~ two (2) days (excepting weekends, holidays and postal holidays) after all necessary signatures of seller(s) have been obtained:

- (a) Single family homes for sale or exchange.
- (b) Vacant lots and acreage for sale or exchange.
- (c) Two-family, three-family, and four-family residential buildings for sale or exchange.
- (d) Acreage/Farm
- (e) Commercial
- (f) Rental

(NOTE: SMLC shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by SMLC, although a "Property Data Form" may be required as approved by SMLC. However, SMLC, through its legal counsel:

- 1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants.
- 2. Assure that no listing form filed with SMLC establishes, directly or indirectly, any contractual relationship between SMLC and the client (buyer or seller).

SMLC shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of SMLC acting as subagents, buyer agents, or both. (Amended 4/92)

The listing agreement must include the seller's written authorization to submit the agreement to the MLS.

- 3. The different types of listing agreements include:
 - (a) exclusive right to sell
 - (b) exclusive agency
 - (c) open
 - (d) net
- 4. Co-brokered listings between two companies may only be entered one time in any listing type of the MLS. The two brokers are to decide which company enters the listings and be primary.

SMLC may not accept net listings because (1) they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.(Amended 4/92)

The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers. (Amended 4/92)

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right

to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. (Revised 4/92)

TYPES OF PROPERTIES: Following are some of the types of properties that may be published through SMLC, including types described in the preceding paragraphs that are required to be filed with SMLC and other types that may be filed with SMLC at the Participant's option, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: (Amended 11/91)

1. residential single family, condominium, townhouse, mobile or modular home (permanently attached to land and sold as real property)
2. multi-family, single family lots (improved and unimproved)
3. multi-family duplex, triplex, quad or other (as described on the MUL data input form)
4. acreage/farm: agricultural, commercial, industrial, lease/rent (improved and unimproved)
5. commercial properties (as described on the COM data input form)
6. rental (as described on the REN input form)

Section 1.1 Listings Subject to Rules and Regulations of SMLC: Any listing taken on a contract to be filed with SMLC is subject to the rules and regulations of SMLC upon signature of the seller(s).

Section 1.2 Detail on Listings Filed with SMLC: A listing agreement or property data form, when filed with SMLC by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

Section 1.2.1 Limited Service Listings: Listing agreements under which the listing broker will not provide one, or more of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
 - (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
 - (c) advise the seller(s) as to the merits of offers to purchase;
 - (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
 - (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property
- will be identified by "LR" listing code in MLS compilations so potential cooperating brokers will be aware of the extent of SMLCs the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property (8/02).

Section 1.3 Exempted Listings: If the seller refuses to permit the listing to be disseminated by SMLC, the Participant may then make the listing ("office exclusive") and such listing shall be filed with SMLC but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by SMLC.

Section 1.4 Change of Status of Listing: Any change in listed price or status change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with SMLC within ~~five (5)~~ **two (2)** days (excepting weekends, holidays and postal holidays) after the authorized change is received by the listing broker.

Section 1.5 Withdrawal of Listing Prior to Expiration: Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement.

Sellers do not have the unilateral right to require SMLC to withdraw listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated SMLC may remove the listing at the request of the seller. (Adopted 11/96)

Section 1.6 Contingencies Applicable to Listings: Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Sections 1.7 Listing Price Specified: The full gross listing price stated in the listing contract or subsequent amendments to the listing contract will be included in the information published in the MLS compilation of current listings. (11/92)

Section 1.8 Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the SMLC.

Section 1.9 No Control of Commission Rates or Fees Charged by Participants: SMLC shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, SMLC shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

Section 1.10 Expiration, Extension, and Renewal of Listings: Any listing filed with the MLS automatically expires on the date specified in the agreement unless renewed by the listing broker and notice of renewal or extension is filed with SMLC prior to expiration.

If notice of renewal or extension is dated more than thirty (30) days after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with SMLC. It should then be published as a new listing. Any extension or renewal of a listing must be signed by the seller(s) and be filed with SMLC.

Section 1.11 Termination Date on Listings: Listings filed with SMLC shall bear a definite and final termination date as negotiated between the listing broker and the seller.

Section 1.12 Jurisdiction: Only listings of the designated types of property located within the jurisdiction of SMLC are required to be submitted to SMLC. Listings of property located outside SMLC's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by SMLC.

Section 1.13 Listings of Suspended Participants: When a participant of the service is suspended from the SMLC for failing to abide by a membership duty (i.e. violation of the Code of Ethics, association bylaws, SMLC bylaws, SMLC rules and regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the SMLC by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the SMLC beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients.

Section 1.14 Listings of Expelled Participants: When a participant of the service is expelled from the SMLC for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, SMLC bylaws, SMLC rules and regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the SMLC by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings from the MLS compilation of current listing information. Prior to an removal of an expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients.

Section 1.15 Listings of Resigned Participants: When a Participant resigns from SMLC, SMLC is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

Section 1.16 Non-Participant Listings Participants may enter information into the system solely for the Participants and Users and may not input listings for non-participant brokerages.

SELLING PROCEDURES

Section 2. **Showings and Negotiations:** Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker except under the following circumstances:

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

Section 2.1 **Presentation of Offers:** The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

Section 2.2 **Submission of Written Offers:** The listing broker shall submit to the seller or lessor all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller or lessor and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller or lessor obtain the advice of legal counsel prior to acceptance of the subsequent offer. Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

Section 2.3 **Right of Cooperating Broker in Presentation of Offer:** The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations. (Amended 4/92)

Section 2.4 **Right of Listing Broker in Presentation of Counter-Offer:** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when the counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

Section 2.5 **Reporting Status Changes to SMLC:** Status changes, including final closing of sales, shall be reported to SMLC by the listing broker within 2 days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 2 days after occurrence and the listing broker shall report them to SMLC within 2 days after receiving notice from the cooperating broker. All time requirements are excepting weekends, holidays and postal holidays. (Amended 12/10)

Note: The listing agreement of a property filed with SMLC by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with SMLC; to provide timely notice of status changes of the listing to SMLC; and to provide sales information including selling price to SMLC upon sale of the property. If deemed desirable by SMLC to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by SMLC to its participants. (Amended 11/01)

Section 2.6 **Reporting Resolutions of Contingencies:** The listing broker shall report to SMLC within 24 hours that a contingency on file with the MLS has been fulfilled or renewed or the agreement cancelled.

Section 2.7 **Advertising of Listing Filed with SMLC:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

Section 2.8 **Reporting Cancellation of Pending Sale:** The listing broker shall report immediately to SMLC the cancellation of any pending sale and the listing shall be reinstated immediately.

REFUSAL TO SELL

Section 3. **Refusal to Sell:** If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to SMLC and to all Participants.

PROHIBITIONS

Section 4. **Information for Participants Only:** Any listing filed with SMLC shall not be made available to any broker or firm not a Participant of SMLC without prior consent of the listing broker.

Section 4.1 **"For Sale" Signs:** Only the "For Sale" signs of the listing broker may be placed on the property. (Rev. 11/89)

Section 4.2 **"Sold" Signs:** prior to closing, only the "Sold" sign of the listing broker may be placed on a property unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 11/96)

Section 4.3 **Solicitation of Listing Filed with SMLC:** Participants shall not solicit a listing on property filed with SMLC unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

(NOTE: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with SMLC by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

This Section is also intended to encourage brokers to participate in SMLC by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This Section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.)

Section 4.4 **Use of the Terms MLS and Multiple Listing Service:** No Participant, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted 11/07)

Section 4.5 **Photos/Virtual Tours:** May not include email addresses, web addresses, phone numbers, listing agent or office information or any other identifying branding, marks or links that would provide this information or access to third party or social sites.

Section 4.6 **Public Remarks/Directions:** May not include:

Section 4.6.1 Email addresses, web addresses, phone numbers, listing agent or broker information, or any other identifying branding, marks or links that would provide this information or access to third party, lender or social sites.

Section 4.6.2 Gate, lockbox, security or any other access codes or numbers are not permitted in these or any other public field.

Section 4.6.3 Words or terms such as do not show, withdrawn, unavailable, or any other phrase indicating less than a fully active status of an active listing.

Section 4.6.4 Reference to bonuses, commission or any other form of compensation.

Section 4.7 Use of Photos, Virtual Tours, Renderings: Photos, virtual tours and/or renderings submitted by a Participant or Subscriber shall not be copied by other Participants or Subscribers for use in subsequent listing of the same property without written permission of the Participant or Subscriber who originally submitted them.

Section 4.8 Listing Agent Public ID: An office manager or secretary's Public ID cannot be entered as the listing agent. This is a violation of Georgia Real Estate Law, Title 43 Chapter 40-30(b) "You must have a valid real estate license...to conduct business....or advertise himself or herself....in conducting the business of a licensee."

Section 4.9 Listing Manipulation: Changing the status of a listing and then reactivating it to make it appear new or any other action that would cause or create an inaccurate representation of a listing's current or historical status is prohibited.

DIVISION OF COMMISSIONS

Section 5. Compensation Specified on Each Listing: The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other SMLC Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease). The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.(Amended 11/96)

NOTE 1: In filing a property with the MLS, the Participant of SMLC is making blanket unilateral offers of cooperation to the other Participants, and shall therefore specify on each listing filed with SMLC, the compensation being offered to the other Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* "The compensation amount specified must be greater than zero (0). There must be compensation for the selling/leasing broker for a listing to be entered in the SMLC system."

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers. (Amended 5/09)

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents or in other agency or non-agency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any Participant compensation other than the compensation indicated on any listing published by the MLS provided the listing broker informs the other broker in writing in advance and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in SMLC. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Revised 4/92)

SMLC shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and SMLC shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. SMLC shall not disclose in any way the total commission negotiated between the seller and the listing broker.

*The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by SMLC is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance. The compensation specified on the listing published by the MLS shall be shown in one of the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount. (Revised 11/95)

NOTE 2: The listing broker may, from time to time, adjust the compensation offered to other Participants for their services with respect to any listing by advance published notice to SMLC so that all Participants will be advised. (Revised 4/92)

NOTE 3: SMLC shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

Section 5.1 Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all Participants.

Section 5.2 Participant as Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

Section 5.3 Dual or Variable Rate Commission Arrangements: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (10/02)

SERVICE CHARGES

Section 6. Service Fees and Charges: The following service charges for operation of the MLS are set by the SMLC board of directors and are in effect to defray the costs of SMLC and are subject to change from time to time in the manner prescribed:

- (a) Initial Participation Fee. An applicant for participation in SMLC shall pay an application fee as determined and published annually. The application fee shall accompany the application.
- (b) Recurring Participation Fee. A Participant shall pay a recurring participation fee in the form of monthly dues.
- (c) Monthly Agent Fee - based on the number of salespersons and licensed or certified appraisers who have active public/private ID numbers to access the MLS system.

The fees stated above are subject to change and are based on the current administrative costs incurred by SMLC.

COMPLIANCE WITH RULES/NONPAYMENT OF FINANCIAL OBLIGATIONS

Section 7. Compliance with Rules: The following action may be taken for non-compliance with the rules:

- (a) For failure to pay any service charge or fee within one month of the date due, and provided that at least ten days notice has been given, SMLC shall be suspended until service charges or fees are paid in full.
- (b) For failure to comply with any other rule, the provisions of Section 9 and 9.1 shall apply.

Section 7.1 Nonpayment of Financial Obligations:

- 7.1.1 Payment of all monthly service fees are due on the first day of each month.
- 7.1.2 If payment is not received by the fifth (5th) day of the month, a 1st Offense \$75 late fee will automatically be assessed, a Suspension Notice sent, with at least ten (10) days notice given, and payment due, including any late fees, by the last day of the month.
- 7.1.3 A 2nd Offense within a twelve (12) month period will result in an automatic \$100 late fee and notice of suspension after ten days as stated above and notification of second offense to the SMLC Board of Directors.
- 7.1.4 A 3rd Offense within a twelve (12) month period, the Participant must appear before the SMLC board of directors for final determination of future services, fines, and possible suspension and/or disciplinary action.

Section 7.2 Suspension: Failure to pay any service charge, fines, or fee within one month of date due will constitute suspension of services and result in the following additional charges:
\$50 reinstatement fee (in addition to any late fees automatically assessed above)
\$10 per listing withdrawn due to suspension

Section 7.3 By becoming and remaining a participant or subscriber in SMLC, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. SMLC may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- (a) letter of warning
- (b) letter of reprimand
- (c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- (d) appropriate, reasonable fine not to exceed \$15,000
- (e) probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- (f) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- (g) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (*Adopted 11/07*)

Section 7.4 Fine Schedule: Violation of any SMLC Rule or Regulation covered in Sections 1, 2, 4, 20, and failure to respond or comply with an SMLC Notice within the grace period designated on the notice shall carry escalating fines to the Participants as follows:

- 1st Notice- Designated Realtor and Agent- Courtesy Notice, \$0 fine assessed
- 2nd Notice- Designated Realtor and Agent- Courtesy Notice, \$0 fine assessed
- 3rd Notice- Designated Realtor and Agent- \$50 fine assessed
- 4th Notice- Designated Realtor and Agent- \$100 additional fine assessed, a total of \$150 assessed
- 5th Notice- Designated Realtor and Agent- \$200 additional fine assessed, a total of \$350 assessed

6th Notice- Designated Realtor and Agent- \$400 additional fine assessed, a total of \$750 assessed

7th Notice- Removal of listing from the MLS.

Fines for repeat violations within a twelve (12) month period will escalate as follows:

2nd time offense: No Courtesy Notice, Double the initial fine

3rd time or more: No Courtesy Notice, Double the last fine levied.

The Fine policy is per Participant/Subscriber/Appraiser and will be billed to the Participant.

Section 7.5 Documentation: Participants must provide any documentation requested by the SMLC within two (2) business days of the request.

MEETINGS

Section 8. Meetings: The meetings of the Participants of SMLC or the board of directors of SMLC for transaction of business of SMLC shall be held in accordance with the provisions of Article 9, Bylaws of SMLC.

ENFORCEMENT OF RULES OR DISPUTES

Section 9. Consideration of Alleged Violations: The board of directors shall give consideration to all written complaints from Participants having to do with a violation of the rules and regulations.

Section 9.1 Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of SMLC and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the board of directors of SMLC and if a violation is determined, the board of directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of SABOR in accordance with the bylaws of SABOR. Alleged violations of Section 16 of the rules and regulations shall be referred to SABOR's grievance committee for processing in accordance with the professional standards procedures of SABOR. (2/98)

If, rather than conducting an administrative review, SMLC has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of SMLC within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of SABOR for processing in accordance with the professional standards procedures of SABOR. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of SABOR. (2/98)

Section 9.2 Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the board of directors of SMLC to SABOR for appropriate action in accordance with the usual procedure under terms of the bylaws. (11/88)

CONFIDENTIALITY OF MLS INFORMATION

Section 10. Confidentiality of MLS Information: Any information provided by the MLS to the Participants shall be considered official information of SMLC. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants, and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensees or certified appraisers affiliated with such Participants. (Rev. 4/92)

Section 10.1 MLS Not Responsible for Accuracy of Information: The information published and disseminated by SMLC is communicated verbatim, without change by SMLC, as filed with SMLC by the Participant. SMLC does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold SMLC harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides.

Section 10.2 Access to Comparable and Statistical Information: SABOR members who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information

is provided for the exclusive use of SABOR and individuals affiliated with SABOR members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

Section 11. By the act of submission of any property listing content to the MLS the Participant represents that he has been authorized to grant and also thereby does grant authority for the SMLC to include the property listing content in its copyrighted MLS compilation ("Compilation") and also in any statistical report on "comparables." Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Section 11.1 All right, title, and interest in each copy of every MLS Compilation created and copyrighted by SMLC and in the copyrights therein, shall at all times remain vested in SMLC.

Section 11.2 Each Participant shall be entitled to lease from SMLC a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee with such Participant with one copy of such compilation. The participant shall pay, for each such copy, the rental fee set by the Board.

Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules.

USE OF COPYRIGHTED MLS COMPILATIONS

Section 12. Distribution: Participants shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the SMLC, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by SMLC is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by SMLC where access to such information is prohibited by law. (Amended 4/92)

Section 12.1 Display: Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

Section 12.2 Reproduction: Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilation, and distribute to prospective purchasers, a reasonable* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated licensees, be interested.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "Comparables", or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client.

However, only such information that SMLC has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

* It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchasers' decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such listing accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

Section 12.3 Security: Participants are prohibited from displaying, in any format, to prospective purchasers or clients any information deemed confidential by the SMLC including but not limited to the following data which may be updated from time to time:

Listing Date	Agent Remarks
In-house remarks	Agency
Lockbox Number	Buyer Agency Compensation
No Agency Compensation	Sub Agency Compensation
Variable Rate Commission	Showing Information
Showing Information	Internet List Display
Entered By	Entered Where
Listing IDX	Address Allowed

Any violation by a Participant or it's affiliated licensees shall be subject to fines and/or suspension as determined by the board of directors of SMLC. (No e-mail ability for Full view or In-house view)

USE OF MLS INFORMATION

Section 13. Limitations on Use of MLS Information: Use of information from the MLS Compilation of current listing information, from SMLC's "Statistical Report", or from any "sold" or "comparable" report of SABOR or SMLC for public mass-media advertising by a Participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the SABOR or SMLC must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"Based on information from the Savannah Multi-List Corporation for the period (date) through (date)." (Amended 11/93)

CHANGES IN RULES AND REGULATIONS

Section 14. Changes in Rules and Regulations: Amendments to the Rules and Regulations of SMLC shall be by consideration and approval of the board of directors of the SMLC, in accordance with the provisions of Article 12, Sections A and B, Bylaws of SMLC, subject to final approval by the board of directors of the SABOR (shareholder).

ARBITRATION OF DISPUTES

Section 15 By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with Participants in different firms arising out of their relationships as Participants, subject to the following qualifications. (Amended 11/97)

(a) If all disputants are members of the SABOR, or have their principal place of business within the SABOR's territorial jurisdiction, they shall arbitrate pursuant to the procedures of SABOR.

(b) If the disputants are members of different boards of REALTORS®, or if their principal place of business is located within the territorial jurisdiction of different boards of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the GEORGIA ASSOCIATION OF REALTORS®.

Inter-board Arbitration Procedures: Arbitration shall be conducted in accordance with any existing Inter-board agreement or, alternatively, in accordance with the Inter-board Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular board of REALTORS®.

STANDARDS OF CONDUCT FOR PARTICIPANTS:

Section 16.1 Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other Participants have with clients. (Amended 5/04)

Section 16.2 Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Section 16.3 Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (Amended 5/04)

Section 16.4 Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the Participant may contact the owner to secure such information and may discuss the terms upon which the Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 16.5 Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by a Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98)

Section 16.6 Participants shall not use information obtained from listing brokers through offers to cooperate made through MLSs or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 11/01).

Section 16.7 The fact that an agreement has been entered into with a Participant shall not preclude or inhibit any other Participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

Section 16.8 The fact that a prospect has retained a Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other Participants from seeking such prospect's future business. (Amended 5/04)

Section 16.9 Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

Section 16.10 When Participants are contacted by the client of another Participant regarding the creation of an exclusive relationship to provide the same type of service, and Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Section 16.11 In cooperative transactions, Participants shall compensate cooperating Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other Participants without the prior express knowledge and consent of the cooperating broker.

Section 16.12 Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule. (Amended 5/04)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with Participants.

Section 16.13 Participants, prior to entering into a representation agreement or other exclusive relationship, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 5/04)

Section 16.14 Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 5/04)

Section 16.15 On unlisted property, Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 5/04)

Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

Section 16.16 Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 5/04)

Section 16.17 Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a MLS or any other offer of cooperation may not be used to target clients of other Participants to whom such offers to provide services may be made. (Amended 5/04)

Section 16.18 Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives, or brokers, nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. (Amended 5/04)

Section 16.19 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 5/04)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, Participants shall ask prospects whether they are a party to any exclusive representation agreement. Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Adopted 5/04)

Section 16.20 Participants, users, and subscribers, prior to or after terminating their relationship with their current firm,

shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assign ability of exclusive agreements. (Adopted 1/98)

Section 16.21 These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other Participants involving commission, fees, compensation, or other forms of payment or expenses.

Section 16.22 Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

Section 16.23 SMLC participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/07)

Section 16.24 SMLC participants shall present a true picture in their advertising and representations to the public, including the URLs and domain name they use, and participants may not: engage in deceptive or unauthorized framing of real estate brokerage websites; manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers. (Adopted 11/07)

ORIENTATION

Section 17. Any applicant for Participation and any licensee affiliated with an Participant who desires access to MLS-generated information shall complete an orientation program devoted to the MLS Rules and regulations and the operation of the MLS within thirty (30) days after access has been provided.

INTERNET DATA EXCHANGE (IDX)/BROKER RECIPROCITY

Section 18. IDX/Broker Reciprocity Defined: IDX affords Participants the option of authorizing display of their active listings on other Participant's Internet Web Sites.

Section 18.1 – Authorization: Participants' consent for display of their active listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

Section 18.2 - Participation. Participation in IDX is available to all Participants who consent to display of their listings by other Participants.

Section 18.2.1 – Participants must notify the MLS of their intention to establish an IDX site and must make their site directly assessable to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2 – Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.

Section 18.2.3 – Listings or property addresses of sellers who have directed their listing broker to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOW's) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other website(s) the listing or property address of consenting sellers.

18.2.4 – Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.) list price, type of property (E.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, exclusive agency, or open listing), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. (amended 11/06)

18.2.5 – Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

18.2.6 – Except as provided in these rules, an IDX site or a Participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS Compilation available to any person or entity.

18.2.7 – When displaying listing content, a Participant’s or user’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

VIRTUAL OFFICE WEBSITE (VOW)

Section 19.1 (a): A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2 (a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other Participants whose listings will be displayed on the Participant’s VOW.

Section 19.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

(c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 19.4: A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 19.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 19.6 (a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to

consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

initials of seller

(c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

Section 19.7: (a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 19.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10: Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 19.11: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 19.12: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not

limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

Section 19.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 19.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 19.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. The compensation offered to other Participants.
- b. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- c. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

Section 19.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17: A Participant shall cause to be placed on his or her VOW a notice that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 19.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19: A Participant shall require that Registrant's passwords be reconfirmed or changed every ninety (90) days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

Section 19.20: A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.21: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.22: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.23: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 20 Data Accuracy and Integrity: The following are considered the critical elements of listing information for which fines will be assessed for inaccurate, incomplete or missing data.

Section 20.1 Misclassified Property Types/Areas: Properties that are incorrectly classified should be withdrawn and re-listed in the correct Property Type and/or Area number.

Section 20.2 Required Photos: At least one front exterior photo or rendering, aerial photo, plat or property view must be loaded before a listing will be released into Active Status. The front exterior photo property view or rendering must be entered in the 1st photo slot on all property types unless the 1st slot is a property view in which case the front exterior must be in the 2nd slot. The only exception is a vacant land listing. These listings must have a property view, aerial photo, rendering, site plot or plat map in the 1st photo slot.

Section 20.3 Accurate Reporting: Failure to correctly report all required fields on the listing input form, correct sale price, selling office and/or selling agent or any other required sales data on a closed listing.

Section 20.4 Map: Failure to correct, or to add if missing, a subject's location on the MLS map.

Section 20.5 Driving Directions: Failure to enter narrative driving directions that include full street names, and the use of standard directional designations such as North, South, East, and West. Directions may not refer the user to an on-line service or GPS coordinates as a substitute for narrative directions.

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