

# Greater Alabama Multiple Listing Service, Inc.

## Rules and Regulations – February 2022

### Listing Procedures

#### Section 1 Listing Procedures

Listings of real or personal property of the types stated in Section 1.1, which are listed subject to a real estate broker's license, and are located within the service area of the multiple listing service, and are taken by participants on exclusive right-to-sell listing contracts, exclusive agency listing contracts, and other forms of agreement as described in Section 1.2.0 shall be delivered to the multiple listing service after all necessary signatures of seller(s) have been obtained in accordance with Section 1.1.1.

#### Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

#### Section 1.1 Types of Properties

- A. The following are the listing classes and types of properties accepted by MLS:
- Residential: Single Family Detached; Condominium; Farm; Townhome; Manufactured
  - Land: Acreage; Lots
  - Multifamily: Duplex (both units sold in 1 transaction); Triplex; Quadplex; Apartment Building
  - Rental: Apartment; Condominium; Duplex; Farm; Manufactured; Quadplex; Single Family; Townhome; Triplex
  - Commercial: Industrial; Land; Office; Retail
- B. The MLS does not accept the following types of listings:
- Net Listings: A Net Listing is an agreement to pay the owner(s) of record a "net" price for their property regardless of the sales price
  - Open Listings: An Open Listing is expressed or implied. Since it is not in writing, it does not include authorization to cooperate and compensate other brokers and offers a disincentive for cooperation
  - Mobile/Manufactured Home Without Real Property
  - Auction Properties
  - Non-Participant Listings: Participants may not input listings for non-participants of the MLS

#### Section 1.1.1 Listings Subject to Rules and Regulations of the Service

Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s) and must be filed within one (1) business day with the MLS, and has three (3) business days, excluding weekends or federally recognized holidays, to correct a listing error upon the latter of a) the dated

signature of the owner(s) of record or b) the beginning date on the Listing Agreement. In all rules other than those noted, actions required will be due within 3 business days excluding federally recognized holidays and weekends.

### **Section 1.2 Detail on Listings Filed with the Service**

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

- A. The signature(s) of all property owner(s) of record must be on the listing agreement and other required forms at the time the property is entered into the MLS.
- B. The signature(s) of all property owner(s) of record or person authorized to sign on the owner's behalf must be included on all changes in status, price changes, listing extensions and/or changes in terms. In lieu of the owner's signature(s), acceptable documentation would include a faxed authorization or an email authorization with an electronic signature from the owner(s).
- C. Signing of the seller/sellers' signature by an agent is specifically prohibited unless the agent has a specific written power of attorney from the seller/sellers.
- D. Once a listing is active, all details, images and subsequent listing history is to remain intact and cannot be removed at the request of any 3rd party, homeowner, or Participant/Subscriber.

### **Section 1.2.0 Accuracy of Listing Data**

Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

Participants in the MLS may submit the following types of listing(s):

- A. **Exclusive Right of Sale:** The Exclusive Right of Sale Listing in which the Listing Participant is authorized by the owner(s) of record to cooperate with and to compensate other brokers. It gives the Listing Participant the right to sell the property and to collect a commission if the property is sold by anyone, including the owner(s), within the listing period.
- B. **Exclusive Agency:** The Exclusive Agency Listing authorizes the Listing Participant, as an exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves for the owner(s) of record the right to sell the property themselves and not be obligated to pay a commission.
- C. **Limited-Service Listings:** Listing Participant is authorized to place listings in the MLS and will provide limited services and must be identified in the appropriate field in the MLS system. Please refer to Section 34-27-84(c) Code of Alabama: When accepting an agreement to list an owner's property for sale, the broker or his or her licensee shall, at a minimum, accept delivery of and present to the consumer all offers, counteroffers, and addenda to assist the consumer in negotiating offers, counteroffers, and addenda, and to answer the consumer's questions relating to the transaction.

MLSs may, as a matter of local discretion, categorize listings as limited service in instances where listing brokers, pursuant to their listing agreements, will not provide one or more of the following services:

- arrange appointments for cooperating brokers to show listed properties to potential purchaser(s) but instead give cooperating brokers authority to make such appointments directly with seller(s)
- accept and present to seller(s) offers to purchase procured by cooperating brokers but instead give cooperating brokers authority to present offers directly to seller(s)
- advise seller(s) as to the merits of offers to purchase

- assist seller(s) in developing, communicating, or presenting counteroffers
- participate on seller's(s') behalf in negotiations leading to the sale of the listed property

The Listing Type field is required to identify the listing as ER-Exclusive Right to Sell; EA-Exclusive Agency or EP-Exclusive Right with Prospect Reservation.

MLS field Listing Type II is required to identify whether the listing is Full Service or a Limited-Service arrangement with the listing broker.

- D. Co-Brokered Listing: When a Participant jointly lists a property with another Participant, the following rules apply:
- Only one Participant of the MLS may submit the listing to the MLS.
  - The listing Participant is solely responsible for the terms and conditions of the listing, including but not limited to, the offer of compensation to cooperating Participants.
  - The listing must be of a type permitted by the MLS and conform to all rules, regulations, and policies of the MLS.
  - Both agents on the listing must be active subscribers of the same MLS but may be from separate companies.
- E. Listings for Comparable Only. These entries are optional; however, Participants must enter the listing detail in full within 30 days after the property has sold. The listing date must be recorded as the contract date, so correct closing information can be recorded. Late entry into MLS is subject to a listing fine.
- F. Altering property listing details and/or images prior to cancelling a listing, and/or removing data from a listing prior to closing out, cancelling, or expiring a listing is a severe violation of MLS policy, see Appendix A.

### **Section 1.2.1 Limited-Service Listings**

Listing agreements under which the listing broker will not provide one, or more, of the following services:

- 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)
- 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)
- advise the seller(s) as to the merits of offers to purchase
- assist the seller(s) in developing, communicating, or presenting counteroffers
- participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

Limited-Service will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services 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.

### **Section 1.3 Exempt Listings**

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing must

be accompanied by the certification signed by the seller that he/she does not desire the listing to be disseminated by the service.

Failure to submit the required Office Exclusive Certificate form or substantially similar signed certification within three (3) business days, excluding weekends or federally recognized holidays, upon the latter of the dated signature of the owner(s) of record or their designee will result in a penalty fine as outlined in Appendix A.

MLS participants must distribute exempt listings within one (1) business day once the listing is publicly marketed. See Section 1.01 Clear Cooperation.

## **Section 1.4 Listing Status Definitions and Change of Listing Status**

### **A. Definitions of Listing Statuses for MLS**

**Active:** A current listing contract exists between the property owner(s) and MLS broker, and the property is available for showings and submission of offers to purchase or lease. The owner(s) cannot have entered into a legally binding sales contract for the property for the listing to be in MLS under the active status. Active status in MLS calculates for Days on Market (DOM) and Cumulative Days on Market (CDOM). Active listings are included in IDX/VOW feeds and are syndicated to third-party sites as directed by the listing brokers.

**Active-Break/First Right of Refusal:** The property has an accepted offer to purchase with a contingency (usually the sale of the purchaser's home), and the accepted offer includes a right of refusal break clause. The Active-Break status will include a field to specify the notice to perform (removal of the contingency) by the purchaser (24-hour, 48-hour or 72-hour notice).

A contingent contract with a right of refusal break clause allows the possibility for a subsequent offer to take precedence over the original offer. Active-Break status listings are included in the IDX/VOW feeds, syndicated to third-party sites, and will have Days on Market accrue.

**Contingent:** The property has an accepted offer to purchase with contingencies without a right of refusal break clause. Contingent listings must specify the contingency reason: appraisal, financing, inspection or sale of home. Contingent status listings are included in IDX/VOW feeds and syndicated to third-party sites. Contingent listings will accrue DOM.

**Pending:** A real estate transaction status where the buyer(s) and seller(s) have entered into a legally binding contract with an effective date; however, the property has not yet closed/transferred ownership. Pending status listings are not included in IDX feeds or to third-party sites. Days on Market calculations are paused for pending listings. If the status is updated to an active status, Days on Market will resume.

**Coming Soon:** A Coming Soon listing is intended for a property that has a signed listing agreement and needs staging, photos, repairs, etc.—it must be listed in the MLS under coming soon status within one (1) business day of actively marketing the property (refer to Section 1.01, Clear Cooperation). If the seller elects not to sign the Coming Soon Addendum, then no Coming Soon sign, rider, or advertising on the property, representing Coming Soon or any variation thereof, can take place until the home is Active in the Multiple Listing Service. Coming Soon properties cannot be shown by any licensee, (including the listing agent) until the listing status is changed to "Active" in the MLS. The "Coming Soon" status requires an "Activation Date", which is the expected-on market date. The Activation Date cannot exceed 15 days from the date the listing is submitted. If the property is ready and available prior to the activation date, the status of the listing can be updated to "Active" in the MLS. If no action is taken on a Coming Soon listing, the system will automatically update the listing status to Active on day 16. Coming Soon listings do accrue Days on Market (DOM) but reset Days on Market upon activation. Coming Soon listings must have one photo added within three (3) working days of submission.

Coming soon listings CAN BE advertised by the listing agent as Coming Soon. They CANNOT be shown until active in the system.

Listings may not be transferred from any other status to COMING SOON.

Coming Soon listings can be promoted on MLS Public Website, MLS-contracted Apps, and Broker and Agent websites. Agents may also display a yard sign and may advertise coming soon listings on social media.

The Coming Soon Addendum must be added as an associated document on the listing in MLS. This addendum will only be visible to the listing agent, listing broker and MLS staff.

Unpublished Listing (Office Exclusive): If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may then take the listing ("unpublished listing") and such listing shall be filed with the MLS but not disseminated to the Participants. Filing of the listing must be accompanied by certification signed by the seller that he/she does not desire the listing to be published and disseminated by MLS.

The listing office must file the Unpublished Listing (Office Exclusive) Certificate with the MLS at time of listing.

Expired: The listing contract has passed its termination date. A listing must be expired for more than 30 days to relist the property under a new MLS number. Within 30 days of the expiration date, the listing must be reactivated.

Temporarily Off Market: A current listing contract exists between a property owner and the listing broker. The property is not available for showing and/or submission of offers to purchase or lease. This status is to be used when the property cannot be shown.

Cancelled: Seller and broker/listing agent mutually agree in writing that the listing agreement is terminated prior to the expiration date. Only the broker or office administrator may change a listing to cancelled status. A listing cannot be cancelled and relisted by the same broker within 30 days.

Partial: The Partial status is a working draft for a potential property listing. It is not a valid listing and does not satisfy the MLS policies for submission of listings into the system within three business days, excluding weekends or holidays.

Closed/Sold: Property has been closed and transferred ownership.

**B. Change in Listing Status:**

Any change in status to "active-break", "contingent" or "pending" shall be filed with the MLS within three (3) days, excluding weekends and federally recognized holidays, of the effective date of the contract.

Any change in status to "sold" shall be filed with the MLS within three (3) days, excluding weekends and federally recognized holidays, of the close date of a contract.

All other changes in status shall be filed with the MLS within three (3) days, excluding weekends and federally recognized holidays, after the signed authorization is received by the listing participant.

**C. Cancellation of Listing prior to Expiration**

Listings of property may be cancelled from GALMLS by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service. When a listing is cancelled, it is to be reported either by electronic broker loaded or written notice with broker's signature within 3 working days. Sellers do not have the unilateral right to require GALMLS to cancel a 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; GALMLS may remove the listing at the request of the seller.

### **Section 1.5 Withdrawal of Listing Prior to Expiration**

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a 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, the multiple listing service may remove the listing at the request of the seller.

### **Section 1.6 Contingencies Applicable to Listings**

Any price change, contingency or change in the terms and conditions from the original listing agreement shall be made only when authorized in writing by the owner(s) of record and shall be filed with the MLS within 3 days excluding weekends and federally recognized holidays, after the signed authorization is received by the Listing Participant.

### **Section 1.7 Listing Price Specified; Property Address Specified**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction.

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

### **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 multiple listing service.

### **Section 1.9 No Control of Commission Rates or Fees Charged by Participants**

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants.

### **Section 1.10 Expiration of Listings**

Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service.

Expired listings can be changed from expired back to active status for up to thirty (30) days after the expiration date.

### **Section 1.11 Termination Date on Listings**

Listings filed with the service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

### **Section 1.12 Service Area**

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service.

The service area of the GALMLS is the state of Alabama. The mandatory-listing area of MLS are the Alabama counties of Bibb, Blount, Calhoun, Chilton, Clay, Cleburne, Coosa, Jefferson, Randolph, St. Clair, Shelby, and Talladega. Listings located within the service area of the MLS taken by Participants on an exclusive right to sell listing or exclusive agency listing are required to be submitted to GALMLS within 3 working days, excluding weekends or federally recognized holidays. In the event that the listing of a participant has as its listing agent or salesperson a licensee who is subject to a fee waiver under Section 6.0 (c) or Section 6.2, that listing shall be ineligible for submission to GALMLS. Listings of property located outside GALMLS's service area will be accepted if submitted voluntarily by a participant but cannot be required to be submitted to GALMLS.

### **Section 1.13 Listings of Suspended Participants**

When a participant is suspended from the service for failing to abide by a membership duty (i.e., a violation of the Code Of Ethics, association bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS 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 MLS 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 MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS 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 in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the 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 the MLS, the MLS is not obligated to provide services or include the resigned Participant's listings in the MLS. Prior to any removal of resigned Participant's listings from the MLS, the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise his/her clients.

### **Section 1.16 Lockbox Authorization**

The MLS requires written authorization from the property owners to the Listing Participant prior to placement of a lockbox on the property. This authorization may be selected by the owner(s) of record in the Exclusive Right of Sale or Exclusive Agency Listing Contract.

### **Section 1.17 Track Price Change Information**

The MLS allows the display of price change history of listings in advertising, including but not limited to IDX, in accordance with NAR's Section 16 of the MLS Handbook.

### **Section 1.18 Track Time on Marketing Information**

The MLS allows the display of market time on listings in advertising, including but not limited to IDX, in accordance with NAR's Section 17 of the MLS Handbook.

### **Section 1.19 Photos and Virtual Tours**

- A. All listings must have at least one photo, rendering, aerial photo or water view of the property before a listing will be active.
- B. The front exterior photo must show a majority of the total home/building and the broker's signage cannot be visible in the photo/image.
- C. Photos must remain on the listing as part of the historical record showing the listing as it existed when the listing was active in the MLS.
- D. Copying media from another Participant's listing is not permitted unless prior written permission from the media owner has been obtained.
- E. Photos, images or virtual tours shall not contain company or agent logos, agent photos, commissions, bonuses, contact information for the agent or office, text, or graphics of any kind (with the exception of the MLS watermark) in the photo or virtual tour sections. Only photographs, site plot, property sketch, property line art or survey of the property can be entered in the virtual tour and all photo fields. All content including remarks, virtual tour photos and images must be owned, purchased or licensed by the listing broker/agent, from the content owner. Third-party virtual tour vendor's contact information (non-interactive) is the only contact information allowed on Virtual Tours. The virtual tour link must be a valid URL and may not contain any Participant/Subscriber names or links to any third-party business or social networking sites.

Note: The sellers have the ability to withhold photographs from the MLS after written authorization is provided to the Participant and then supplied to the MLS. A logo will be added when written authorization has been received those states "photo not available per seller's direction".

- F. As part of your subscriber agreement, you grant to GALMLS a non-exclusive, transferable, sub licensable, royalty-free, worldwide license to use photographs that you upload in your listing content. At the option of participants, and via a separate agreement, copyrights in photographs and listing content may be assigned to GALMLS; such assignment enables the MLS to register the copyrights of the photos and listing content, which may help in protecting your photos and content in the event it is misused by another party.



- G. Virtual tours submitted to GALMLS shall comply with the following guidelines:
- i. The primary focus of the tour shall be of the subject property.
  - ii. The tour must be hosted on an Internet accessible server from which a Participant can retrieve the tour by selecting that tour's hyperlink.
  - iii. No marketing of the listing agent is allowed. Readable for sale signs to include real estate related services signs, web addresses, etc. cannot be super imposed on photo. This rule applies to all public fields that are generated on a "customer report".
  - iv. By submitting the tour, Participants are representing to GALMLS that the Participant has permission to allow the display of the tour in MLS and that GALMLS in turn has permission to redistribute the tour hyperlink as a part of the MLS Compilation.

### **Section 1.20 Listing Remarks**

- A. Public Remarks shall be limited to information describing or marketing the listed property. The Public Remarks field shall not include any of the following:
- Contact information or other information about a real estate agent, broker or any other individual or entity with a connection to the business of real estate
  - Any websites or URL's
  - Any vendor or third-party service provider information
  - Owner(s) name or contact information
  - Showing Instructions or information about alarm codes or how to gain access to the property
  - Open House information
  - For Sale by Owner or FSBO
  - Information about individuals or co-brokerage arrangements
  - Any other use of a photo, floor plan, electronic file, rendering, virtual tour, website URL or other media to advertise or promote an agent, broker or real estate brokerage is strictly prohibited.
- B. Agent Remarks – this field shall only display to other MLS subscribers, and shall not be displayed to customers, clients or consumers. It shall be used to convey additional information related to the listed property or information related to the transaction of the listed property.
- C. All listing remarks must be in compliance with state and federal law in all matters relating to the advertisement and sale of real property.

### **Section 1.21 Duplicate Listings**

The MLS will accept only one listing per PPIN or Tax ID number per property type classification. Properties may not be listed more than one time, for example entered separately as a "three bedroom" listing and as a "four bedroom" listing or entered once in each of two different subdivisions, in more than one city, county, zip code, property style, etc. If appropriate, a property can be listed in more than one property type classifications.

Reporting Requirements: All duplicate listings must be maintained concurrently. If the property sells, the closing must be reported on only one MLS listing record. Any additional listings must then be administratively canceled by the broker. When canceled there must be a note made in agent remarks referring to the sold MLS ID number.

### **Section 1.22 Parcel or Tax ID**

Listings must have the correct Parcel/Tax ID number and/or format.

### **Section 1.23 Map**

The subject property's location on the MLS map must be correct.

### **Section 1.24 Calling/Access Codes**

For security purposes, the following information may only be published in the Agent Remarks section provided in the MLS: combination lockbox codes, security gate codes, security system alarm codes or any other codes for equipment or systems designed to ensure the security of the property.

### **Section 1.25 Listings Not Available for Showing**

Listings may not be entered as Active prior to being available for actual showings by all Participants/Subscribers or they must be placed into Coming Soon status. For example: The MLS will not accept listings with "No showings until MM-DD".

Active Listings that become temporarily unavailable for showing by other Participants for any reason whatsoever must be changed to Temporary Off Market/HOLD (TOM) status within three (3) days excluding weekends and federally recognized holidays and will expire automatically on the Expiration Date unless reactivated in the interim.

### **Section 1.26 Driving Directions**

Driving directions are required in the field provided and must be full narrative driving directions that include full street names, beginning and ending points and use standard directional designations such as north, south, east and west. Directions may not refer the User to an online electronic mapping service, e.g., MapQuest or GPS latitude and longitude coordinates, as a substitute for entering narrative directions. Driving directions shall not contain URLs, references to websites, contact information or any other verbiage not related to driving directions.

### **Section 1.27 Listing Manipulation / Days on Market**

Days on Market (DOM) and Cumulative DOM (CDOM) are calculated from the LIST DATE to the CURRENT date for Active listings.

A listing must remain off-market for 30 days before it can be relisted by the same company and get a new MLS number. Once off market for 30 days the DOM will restart at zero.

Cumulative DOM (CDOM) will still accumulate unless the listed property is off the market for over 60 days.

DOM for new construction resets when it goes from Proposed or Under Construction to New Complete in the Year Built Description field.

Coming Soon listings accrue DOM until the listing status is changed to Active in the MLS. Once the listing status updates from Coming Soon to Active, the listing date is updated and DOM resets.

### **Section 1.28 Audits**

Audits may be conducted by MLS staff for listings entered in the GALMLS database. Audit notices will be sent to the listing agent's and broker's email on file and must be returned within 24 hours from time of request. The listing office is required to keep on file the listing contract, computer input form or agent full report and copies of any listing changes. When requested, the listing office must furnish these documents within 24 hours to GALMLS. If the documents are not provided a fine is imposed as noted in the GALMLS penalty policy. GALMLS is authorized to randomly audit listings for accuracy and compliance.

When requested by GALMLS, the closing documents, sales contract, any counteroffer forms and all addendums are to be provided to the MLS within 24 hours in order to avoid a fine. GALMLS is authorized to randomly audit sold data for accuracy and compliance for the most recent three (3) years.

### **Section 1.29 Housing for Older Persons**

Disclosure of qualified housing for older persons in the MLS database is possible. Any listing otherwise eligible for dissemination in the MLS database that is located within a community that is “qualified housing for older persons” under the Fair Housing Act, and thus may lawfully limit occupancy to such older persons (e.g., an “over- 55” or “over-62” community).

### **Section 1.30 Source of Square Foot Values**

For Residential listings, the square foot values per level and the source for these values are required. Only one source selection is permitted:

- Per appraisal
- Per building plan (only available for new construction listings)
- Per tax report
- Per seller

Audits may be conducted by MLS staff for listings where “per appraiser” is selected as the source of square foot values. Agents will be required to provide a copy of the drawing or the first page of the Uniform Residential Appraisal Report.

### **Section 1.31 HUD and REO/Bank Owned Listings**

HUD and REO/Bank Owned listings must be identified in the Sales Type field.

### **Section 1.32 Right of Redemption**

All listings must specify whether there is a Right of Redemption in effect. If this field is marked ‘yes’, then the Foreclosed Deed Date will be required.

### **Section 1.33 Pre-Foreclosure**

Pre-Foreclosure Definition: This refers to the period after the lender has filed the original complaint and filed a lis pendens on the property indicating the intent to foreclose.

Foreclosure Definition: Legal proceedings initiated by a creditor to repossess the collateral for a lien that is in default, which may result in the forced sale of the real property, pledges as a security.

### **Section 1.34 Proposed or Under Construction**

Proposed Construction Definition: The listing is for a specific lot and an approved building plan(s), but construction has not yet begun. The Year Built Description is identified as Proposed Construction. The list price must include the price of the residential structure and lot. A floorplan representing the finished structure is recommended to be uploaded as an image or attachment.

Under Construction Definition: The listing for a specific lot and structure where construction has begun but is not complete, and a Certificate of Occupancy has not been issued. The Year Built Description is identified as Under Construction. The list price must include the price of the residential structure and lot. A floorplan representing the finished structure is recommended to be uploaded as an image or attachment.

New Complete/Never Occupied Definition: The construction is completed but never occupied.

### **Section 1.35 Attachments**

Attachments to listings must be in compliance with MLS Rules and Regulations.

### **Section 1.36 Showing Instructions**

Cooperating Participants/Subscribers must contact the Listing Participant to arrange appointments to show a listed property, even if the property has a lockbox affixed to it, unless specific written permission is given to show the property without first contacting the Listing Participant.

### **Section 1.37 Unauthorized Access Prohibited**

Unauthorized access to the MLS system/services or distribution of MLS data is strictly prohibited. A Participant/Subscriber who shares a password with or distributes listing information to another individual in the same office or firm as the Participant/Subscriber, and that individual is not an authorized Participant/Subscriber, the Participant/Subscriber will receive an automatic/progressive fine as established by the Board of Directors.

### **Section 1.38 Energy Efficiency Documentation**

Entry and disclosure of energy efficient (green) property features in the MLS database is optional. If the listing agent selects an option from the Green Certifications field, it is recommended that documented proof of that feature or certification be uploaded to the listing.

### **Section 1.39 Projected Closing Date**

When a closing date has changed, the "Projected Closing Date" must be updated to reflect the correct date. Failure to update within three (3) business days, excluding weekends and federally recognized holidays after one (1) day warning notice, will result in a fine based on the progressive fine schedule.

### **Section 1.40 Submission of Requested Documents**

When requesting documentation for purposes of auditing a listing, the documents must be received within 24 hours, not including weekends or holidays.

### **Section 1.41 Listing in Multiple Classes**

Properties that are both "for sale" and "for rent" can be listed in both the Residential and Rental classes. Properties that are zoned for Residential or Commercial can be entered into both the Residential and Commercial class.

## **Selling Procedures**

### **Section 2 Showings and Negotiations**

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service 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/her option, may preclude such direct negotiations by the cooperating brokers

In the event all showings and negotiations will be conducted solely by the seller, the listing broker shall clearly set forth such fact in the listing information published by the service.

## **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.

Upon written request from the cooperating participant/user, the listing participant will provide written documentation that the offer was presented.

## **Section 2.2 Submission of Written Offers and Counteroffers**

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller 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 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 counteroffers 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 is not present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

## **Section 2.4 Right of Listing Broker in Presentation of Counteroffer**

The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer 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 is not present when a counter- offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

## **Section 2.5 Reporting Sales to the Service**

Status changes, including final closing of sales, sales prices, selling office, selling agent, and terms, shall be reported to MLS by the listing broker within three (3) business days (excluding weekends and federally recognized holidays) after they have occurred. If negotiations were carried on under Section 2 A or B hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours unless a time-of-essence timeframe is specified in the purchase agreement. The listing broker shall report them to the MLS within three (3) business days (excluding weekends and federally recognized holidays) after receiving notice from the cooperating broker.

Data reported in the following field(s) are subject to fines if not accurate and complete: Sold Date, Selling Price, Selling Office, Selling Agent, and Negotiated Closing Costs. For sold transactions, the selling office/agent are defined as the office/agent compensated as the buyer's brokerage.

The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS 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 the MLS to its participants.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

### **Section 2.6 Reporting Resolutions of Contingencies**

The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

### **Section 2.7 Advertising of Listings Filed with the Service**

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 Participant shall report to the multiple listing service the cancellation of any pending sale and the listing shall be reinstated immediately.

### **Section 2.9 Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Showing agents must verify occupancy status and showing instructions prior to entering a property.

## **Refusal to Sell**

### **Section 3 Refusal to Sell**

If the owner(s) of record 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 should be transmitted immediately to the MLS and to all Participants by changing the status to Temporarily Off Market or Cancelled.

## **Prohibitions**

### **Section 4 Information for Participants Only**

Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker.

A Participant with licensees who are subject to a fee waiver under Section 6.2 (Subscriber Fee Waiver) may not make the listings in MLS of other brokers available to the non-subscribing licensees. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.

#### **Section 4.1 For Sale Signs**

Only the for-sale sign of the listing broker may be placed on a property.

If the listing Participant authorizes any sign other than the company sign, this must be disclosed in the Agent Only Remarks section of the MLS data form.

#### **Section 4.2 Sold Signs**

Prior to closing, a cooperating Participant may post a “sold” sign only with the consent of the Listing Participant.

Only Participants/Subscribers who participated in the transaction as the Listing Participant or cooperating Participant may claim to have “sold” the property.

#### **Section 4.3 Solicitation of Listing Filed with the Service**

Participants shall not solicit a listing on property filed with the service 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 the service 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 the service 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 MLS Participant, Subscriber or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their email 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. The provisions of this section apply to licensees affiliated with a Participant who are subject to a fee waiver under Section 6.2 (Subscriber Fee Waivers).

#### **Section 4.5: On-Line Recruiting**

The MLS shall not be utilized for recruiting purposes. Messages, advertisements, or emails indicating an offer of employment shall be deleted.

## **Section 4.6 Services Advertised as “Free”**

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

## **Division of Commissions**

### **Section 5 Compensation Specified on Each Listing**

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service 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 the sale (or lease) or as otherwise provided for in this rule. The listing broker’s obligation to compensate any cooperating broker as the procuring cause of the 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.

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS 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 specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service 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 of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

- A. by showing a percentage of the gross selling price
- B. by showing a definite dollar amount

All commissions offered must be entered into the appropriate fields in the MLS system and cannot be placed in agent remarks. There will be one (1) “Commission Field” with an accompanying field to specify the amount as either a dollar amount “\$” or percentage “%”. 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 nonagency capacities defined by law) which may be the same or different.

This shall not preclude the listing broker from offering any MLS 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 of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.



Note 1: The multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the service so that all participants will be advised.

Note 3: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

Note 5: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are 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. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants 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. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.

Note 7: Commission Apportionment Disclosure: If the listing broker elects not to disclose to a cooperating broker how any reduction in the gross commission will be apportioned between the brokers, then the listing broker will be obligated to pay the cooperating broker the compensation stated in the listing. Timely disclosure of the manner of apportionment of any commission reduction must be made by either placing the disclosure in the listing or providing the disclosure to the cooperating broker prior to the cooperating broker submitting an offer of purchase.

- A. Where Participants communicate to other Participants 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 the listing and cooperating Participants, listing Participants shall disclose to cooperating Participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 24 hours of notification from the lender. Commissions must be listed in the appropriate fields and NOT in remarks.
- B. Listings in GALMLS which reference additional land or properties being available shall clearly state the cooperation and compensation offered if different from the subject property.

Note 8: MLS' Reciprocal Data Sharing: Extension of Offer of Compensation: The offer of compensation made by the listing Participant, as required under Article 9, Section 1 is further extended on the same terms and conditions to all of the

Participants of the ALEX (Alabama Exchange) MLS's. For clarity, the offer of compensation made on a listing filed with the MLS is extended to all Participants of Greater Alabama and ValleyMLS.com, in accordance with the applicable MLS Rules and Regulations and Article 3 of the Code of Ethics.

### **Section 5.0.1 Disclosing Potential Short Sales**

Participants must 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) when reasonably known to the listing participants.

Short Sales must be disclosed in the Sales Type field. Failure to disclose a short sale may result in a fine.

### **Section 5.0.2 Commission Adjustment**

An offer of compensation to cooperating brokers in a potential short sale circumstance which states that it may be adjusted by a third party after the execution of a contract for sale and purchase is an allowed exception to the general rule that offers of compensation must be unconditional.

### **Section 5.1 Participant as Principal**

If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service 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.

### **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.

### **Section 5.4 Display of Listing Broker's Offer of Compensation**

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.

## Section 5.5 Non-filtering of Listings

Participants and subscribers must not filter out or restrict MLS listings that are searchable by and displayed to consumers based on the level of compensation offered to the cooperating broker or the name of a brokerage or agent.

## Service Charges

### Section 6.0 Autopay, Service Fees and Charges

Fees for the operation of MLS are set by the Directors and are based on the number of licensees (including licensed or certified appraisers) affiliated with the Participant who have access to and who use the services provided by MLS.

MLS autopay policy requires all subscribers to have a card on file for all charges and fees. Autopay will process on the 15th of each month for all outstanding fees and charges. If the 15th is on a weekend, autopay will process on the next business day. All MLS charges will run during autopay (i.e., transfer fees, fines, etc.). Suspension of MLS services and a late fee will be applied if not paid in full by the Monday following autopay processing (refer to Section 6.0.1).

- A. The Participant is responsible for certifying the number of licensees (including licensed or certified appraisers) affiliated with Participant.
- B. All active licensees in the Participant's firm must be an active Subscriber of MLS Services, except that this fee shall be waived for licensees subject to a fee waiver under Section 6.0 (C) or Section 6.2.
- C. Licensees of member firms who are either a candidate or designee of one of NAR's Commercial Affiliate programs that addresses a specialty area other than residential brokerage may opt out of membership in the Greater Alabama MLS. This membership exemption must be renewed annually with proof of the licensee's candidacy or designation.
- D. PUBLIC AND PRIVATE IDS: Every MLS participant and every real estate licensee and licensed or certified appraiser who is affiliated with such MLS participant and who has access to, and use of the MLS through the MLS participant shall be required to obtain a public and private id issued by MLS. Private IDs shall not be loaned, shared, disclosed, or allowed to come into the possession of any other person. The public and private id shall only be used for purposes permitted by the MLS rules and for no other purposes whatsoever. In the event that any disclosure of public and private id results in access to the MLS by an unauthorized third party, regardless if such disclosure is intentional, negligent, or inadvertent, the ID holder shall be liable to MLS, at MLS' option, for liquidated damages as follows: first offense \$500; second offense \$750; and third offense \$1,000; and expulsion from the MLS for the fourth offense. This provision shall also apply to any ID's provided for additional services and programs made available to MLS members.
- E. The MLS Governance Committee, with the approval of the Directorate, shall have the right to establish fees in each of the following cases:
  1. An initiation fee for new MLS Participants.
  2. A reinstatement fee for MLS Participants whose membership is reinstated within six months.
  3. A listing reinstatement fee for an MLS firm who withdraws a listing and then resubmits the same listing during the original listing period.

- F. All MLS subscribers are required to have an active email address recorded under their user account in the MLS system.

### **Section 6.0.1 Failure to Pay Subscriber Fees**

Subscriber fees shall be determined by the Board of Directors each year based on the cost of providing MLS service. Subscriber fees are due and payable annually. A late fee in an amount determined by the Directors and suspension of MLS services will be applied to any subscriber who has not paid in full by the Monday following autopayment processing or filed a waiver form in accordance with Section 6.2.2. MLS services will remain suspended until payment is received in full.

Participants will be assessed a non-subscriber fee equivalent to 1.25 times Subscriber dues for the period the non-subscriber was licensed with the Participant or if a waiver is revoked under Section 6.2.3(B) Participants will be assessed a fee equivalent to 1.25 times Subscriber dues for the entire period of the waiver. Within 30 days of notification, if the Participant has not paid the fine, all MLS services for the Participant's office will be suspended until payment is received in full.

### **Section 6.1 Administrative Accounts**

- A. Definitions: An "Administrative Subscriber" is one of the following:

1. An unlicensed Assistant employed by an MLS subscriber (broker or agent) in good standing with the Greater Alabama MLS (GALMLS).
2. A licensed Assistant employed by an MLS subscriber (broker or agent) who is in good standing with the GALMLS.
3. An administrative account can be provided for an appraiser subscriber of GALMLS, which can be an unlicensed administrator, or a trainee appraiser as verified on the Alabama Real Estate Appraisers Board. Trainee appraiser licenses will be verified annually.

- B. Access: Access to the MLS on-line system may be granted to an Administrative Subscriber upon proper completion and submission to the MLS of an "Administrative Subscriber" Application Form, signed and dated by the MLS Participant, and payment of the application fee and applicable dues. Access to the MLS system means the issuance of a Username and Password for the sole purpose of conducting real estate business directly related to the business of the MLS subscriber.

Access to the MLS on-line system is granted by the MLS on behalf of the MLS Participant, and can be terminated for non-payment of MLS fees, or by either written instruction from the MLS subscriber or the MLS if it becomes known the Administrative Subscriber has violated the MLS Rules and Regulations or is no longer employed by the MLS Participant or employing REALTOR.

The MLS Member shall notify the MLS as soon as practical but not to exceed four (4) days of the termination of an Administrative Subscriber's employment. The MLS will terminate the Administrative Subscriber's access to the on-line system as soon as practical.

- C. New administrative accounts must pay a \$50 application fee plus payment of annual dues prorated for the month the account is created. The annual dues for an administrative MLS user for an unlicensed account is \$240. The annual dues for a licensed administrator account are \$400. When an unlicensed administrative user becomes licensed, the user's dues will be converted to the licensed user rate, prorated to the date of license activation.
- D. Liability: The MLS Participant who employs the administrative subscriber or holds the license of the REALTOR® who employs the administrative subscriber, is solely responsible for the actions of the administrative

subscriber with respect to the MLS and said MLS Participant agrees to hold the MLS and the Birmingham Association of REALTORS® harmless from any liability arising from such actions.

## **Section 6.2 Subscriber Fee Waivers**

MLS provides Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different MLS where the principal broker for the office also participates. MLS requires Participants to sign a certification for nonuse of MLS services on behalf of their licensees, which includes penalties and termination of the waiver if violated.

Normally, under Section 6.0, any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant under Section 6.0 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.2. For purposes of this Section 6.2 and all rule provisions referring to it, "licensee" refers to non-principal salespersons and licensed and certified appraisers. Section 6.2.1 sets out the conditions for fee waiver, Section 6.2.2 the process for obtaining and maintaining waivers, Section 6.2.3 circumstances under which waiver is revoked and consequences of revocation, and Section 6.2.4 the consequences of repeated violations of these policies.

### **Section 6.2.1 Conditions for Waiver**

Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the Participant and any fee-waived licensee(s) meet all the following requirements:

- A. Any fee-waived licensee must be a subscriber in another multiple listing service that has adopted a policy, in this MLS's reasonable judgment, substantially similar to this Section 6 and that will certify this information to this MLS on the frequency established by this MLS.
- B. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
  1. Using this MLS's systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (which is for consumers' personal use).
  2. Being identified as a listing agent on an active or pending property listing in this MLS.
  3. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
  4. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
  5. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

### **Section 6.2.2 Process for Obtaining and Maintaining Waivers.**

The Participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The Participant must identify which licensees are subject to fee waivers and for each waived licensee the other MLS in which he/she is a subscriber on the waiver certification form.

In order to obtain a waiver for any licensee in the Participant's office, the Participant must execute the MLS's form for listing fee-waived licensees and the certification on it. Based on information supplied by the Participant, MLS must be able to verify that the other MLS to which fee-waived licensee is a subscriber has adopted a policy substantially similar to this Section 6.2, a copy of that policy, and a certification that each fee-waived subscriber in this MLS is a subscriber in that MLS. (The other MLS may have a one-time or periodic charge for providing these certifications.)

In order to maintain a waiver for any licensee, the Participant and licensee must continue to satisfy the requirements of Section 6.2.1 and must recertify of the matters addressed in this Section with the frequency set by this MLS.

### **Section 6.2.3 Revocation of Waiver**

The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

- A. The Participant or fee-waived licensee may revoke the waiver at any time upon notice to this MLS. In that case, the fee-waived licensee immediately becomes a subscriber, and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including pro-rata fees for any partial service period and any application fees if none have previously been paid for the subscriber), shall immediately become due and payable. In the event a fee-waived licensee appears as a listing agent on an active or pending listing in this MLS, the Participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (A).
- B. If this MLS determines that the fee-waived licensee has used any of the services of this MLS listed in Section 6.2.1(B) during a fee-waiver period, MLS may terminate the fee waiver upon notice to the Participant and subscriber. In this case, the consequences of subsection (A) apply, and in addition to them, MLS may recover from Participant or subscriber all the fees MLS would have collected had the fee-waived licensee been a subscriber during the entire period of the waiver, in accordance with Section 6.2. After six months, the Participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

### **Section 6.2.4 Consequences of Repeated Violations**

A pattern of repeated violations of Section 6.2.1(B) exists when a Participant allows any combination of three or more violations of Section 6.2.1(B), whether the Participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.2.1(B). In the event that a Participant or subscriber exhibits a pattern of repeated violations of Section 6.2.1(B), MLS may suspend all fee waivers for the Participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a Participant or subscriber again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the Participant or subscriber (or both). In the event a Participant or subscriber subject to suspension or termination of waivers moves to a new office as a Participant, that office shall be ineligible for waivers during the pendency of its Participant's suspension or termination. In the event a Participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination.

## **Compliance with Rules**

### **Section 7 Compliance with Rules—Authority to Impose Discipline**

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS 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 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. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- F. termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three (3) years

Note 1: A Participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

### **Section 7.1 Compliance with Rules – Action for Noncompliance**

The policies that govern the application of fines or penalties for violations of these rules are outlined in GALMLS Penalty Policy, Appendix A, and the rules and enforcement policies for use of lockboxes is outlined in GALMLS Lockbox Rules, Appendix B.

The intent of these Rules and Regulations is to ensure Participants/Subscribers provide the buying and selling public the best possible information and to facilitate cooperation between Participants/Subscribers. The listing office will be notified in writing or by electronic means if there is a violation of the Rules and Regulations.

### **Section 7.2 Applicability of Rules to Users and/or Subscribers**

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant.

# Meetings

## Section 8 Meetings

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of the bylaws of the service.

# Enforcement of Rules or Disputes

## Section 9 Consideration of Alleged Violations

The board of directors shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors. All decisions will be presented to the GALMLS Board of Directors for final consideration.

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.

### Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered as determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association appointed in accordance with current the bylaws and rules and regulations of the association of REALTORS® within twenty days following receipt of the imposed sanction.

If rather than conducting an administrative review, the MLS 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 the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

All Hearings shall be conducted in accordance with the National Association of REALTORS® Code of Ethics and Arbitration Manual. Decisions of the panel will be final; appeals based on due-process grounds will be heard and decided by the Executive Committee of the MLS Board of Directors.

### Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards established in the association's bylaws.

### Section 9.3 Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.



Upon receiving a notice, the Board of Directors will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the Board of Directors that the use is authorized. Any proof submitted will be considered by the Board of Directors, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Board of Directors determines that the use of the content was unauthorized, the Board of Directors may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Board of Director's determination the alleged violation remains uncured (i.e., the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

#### **Section 9.4 MLS Rules Violations**

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

## **Confidentiality of MLS Information**

#### **Section 10 Confidentiality of MLS Information**

Any information provided by the multiple listing service to the participants shall be considered official information of the service. 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 licensed or certified appraisers affiliated with such participants.

#### **Section 10.1 MLS Not Responsible for Accuracy of Information**

The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with the service by the participant. The service does not verify such information provided and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides.

## **Ownership of MLS Compilation\* and Copyright**

\*The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

#### **Section 11**

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS 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 the listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

### **Section 11.0 Digital Millennium Copyright Act (DMCA)**

The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

- A. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
- B. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- C. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
- D. Have no actual knowledge of any complained-of infringing activity.
- E. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- F. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512.

Note: Upon the MLS receipt of a Digital Millennium Copyright Act (DMCA) takedown notice for a violation on a website URL that is owned by the MLS Participant/Subscriber, MLS staff has the authority to remove the alleged infringing material outlined in the takedown notice from the MLS Listing Content within 3 days excluding weekends and federally recognized holidays. The listing agent and listing broker will be notified via the email address on file. The penalty for uploading content that causes another Participant/Subscriber to receive a DMCA takedown notification is outlined in the Fine Schedule.

### **Section 11.1**

All rights, title, and interest in each copy of every compilation created and copyrighted by the Greater Alabama Multiple Listing Service (GALMLS) and in the copyrights therein, shall at all times remain vested in the GALMLS.

## **Section 11.2 Display**

Each participant shall be entitled to lease from the Greater Alabama Multiple Listing Service a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association.\*\*

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

\*\*This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.

## **Use of Copyrighted MLS Compilation\***

### **Section 12 Distribution**

Participants shall at all times maintain control over and responsibility for any MLS compilation available to them and shall not distribute this data to persons other than those affiliated with Participants as Subscribers or licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the MLS 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 the MLS where access to such information is prohibited by law.

### **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 listed in the MLS compilation.

The MLS Participants and their authorized licensees shall be permitted to display the MLS compilation only in conjunction with their ordinary business activities, provided the MLS compilations are always in the actual possession of the Participant or their authorized licensees. "Authorized licensees" in the previous sentence does not include licensees subject to fee waiver (Section 6).

### **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, retransmitted, 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 valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

## **Use of MLS Information**

### **Section 13 Limitations on Use of MLS Information**

Use of information from MLS compilation of current listing information, from the association's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS 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 association or its MLS 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 Greater Alabama MLS for the period (date through date)."

#### **Section 13.1 Use of Contact Information from the MLS**

- A. Contact Information Defined. Contact information is defined as member name, office affiliation, email address, phone number(s), fax number(s), and Website URLs and any other contact or identifying information.
- B. For Internal Use Only. Contact information in the MLS system is intended for use between members for communication purposes only
- C. Violations. Members who provide contact information to any party for reasons other than member/member communication will be subject to an automatic fine.

## **Changes in Rules and Regulations**

### **Section 14 Changes in Rules and Regulations**

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of directions of the multiple listing service.

## **Arbitration of Disputes**

### **Section 15 Arbitration of Disputes**

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

MLS Participants in different firms arising out of their relationships as MLS Participants, subject to the following qualifications.

- A. If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS®.
- B. If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Alabama Association of REALTORS®.

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard 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 association of REALTORS®.

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS.

## **Standards of Conduct for MLS Participants**

### **Standard 16.1**

MLS participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients.

### **Standard 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.

### **Standard 16.3**

MLS 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.

### **Standard 16.4**

MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS 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 MLS participant may contact the owner to secure such information and may discuss the terms upon which the MLS participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

### **Standard 16.5**

MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant to secure such information and may discuss

the terms upon which the MLS 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.

#### **Standard 16.6**

MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services 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.

#### **Standard 16.7**

The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement.

#### **Standard 16.8**

The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business.

#### **Standard 16.9**

MLS 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.

#### **Standard 16.10**

When MLS participants are contacted by the client of another MLS participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS 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.

#### **Standard 16.11**

In cooperative transactions, MLS participants shall compensate cooperating MLS 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 MLS participants without the prior express knowledge and consent of the cooperating broker.

#### **Standard 16.12**

MLS 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 MLS 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.

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 MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS 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 MLS participants.

**Standard 16.13**

MLS participants, prior to entering into a representation agreement, 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.

**Standard 16.14**

MLS 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.

**Standard 16.15**

On unlisted property, MLS 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.

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

**Standard 16.16**

MLS 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.

**Standard 16.17**

MLS 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 multiple listing service, or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made.

**Standard 16.18**

MLS 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, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

**Standard 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.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS 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.

**Standard 16.20**

Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, 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 assignability of exclusive agreements.

**Standard 16.21**

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

**Standard 16.22**

MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

**Standard 16.23**

MLS 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.

**Standard 16.24**

MLS participants shall present a true picture in their advertising and representations to the public, including Internet content, images, and the URLs and domain names they use, and participants may not:

- A. engage in deceptive or unauthorized framing of real estate brokerage websites;
- B. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- C. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- D. present content developed by others without either attribution or without permission; or
- E. otherwise mislead consumers, including use of misleading images.

**Standard 16.25**

The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.



# Orientation

## Section 17 Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

All participants and subscribers are required to take an “MLS Basic” Class within 90 days of their application. Failure to take the required training will result in the suspension of the MLS services. The MLS will monitor the 90-day requirement period.

### Section 17.1: Additional Training

Participants and Subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize Participants and Subscribers with system changes or enhancement and/or changes to the MLS rules or policies. Participants and Subscribers must be given the opportunity to complete any mandated orientation and additional training remotely.

# Internet Data Exchange (IDX)

## Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listing.

### Section 18.1 Authorization

Participants’ consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant’s listings, that participant may not download, frame or display the aggregated MLS data of other participants.

Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

### Section 18.2 Participation

Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.

#### Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

#### Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

### **Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs) or other electronic forms of display or distribution.

### **Section 18.2.4**

Participants may select the listings they choose to display through IDX 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), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant.

### **Section 18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

### **Section 18.2.6**

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

### **Section 18.2.7**

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify, and update information as required by the IDX policy and MLS rules.

### **Section 18.2.8**

Any IDX display controlled by a participant or subscriber that

- A. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- B. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

or both of those features shall be disabled or discontinued for the seller's listings at the request 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 displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

### **Section 18.2.9**

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

### **Section 18.2.10**

An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

### **Section 18.2.11**

Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

### **Section 18.2.12**

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

Note: Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.

## **Section 18.3 Display**

Display of listing information pursuant to IDX is subject to the following rules:

### **Section 18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information, etc.) may not be displayed.

#### **Section 18.3.1.1**

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

#### **Section 18.3.2**

Deleted May 2015.

#### **Section 18.3.3**

Deleted May 2017; moved to 18.2.12 May 2017.

#### **Section 18.3.4**

All listings displayed pursuant to IDX shall identify the listing agent.

### **Section 18.3.5**

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

### **Section 18.3.6**

Deleted November 2006.

### **Section 18.3.7**

All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Note: Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

### **Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.

### **Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer.

### **Section 18.3.10**

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

### **Section 18.3.11**

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

### **Section 18.3.12**

Display of expired, and withdrawn listings is prohibited.

### **Section 18.3.13**

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

### **Section 18.3.14**

Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.

### **Section 18.3.15**

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

### **Section 18.3.16**

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

### **Section 18.4 Service Fees and Charges**

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

## **Virtual Office Websites (VOWs)**

### **Section 19.1 VOW Defined**

- 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 Virtual Office Websites, 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 MLS 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.
  - 1. 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.
  - 2. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail 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 e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
  - 3. The participant must require each Registrant to have a username 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 username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username 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, e-mail address, username, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (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, e-mail address, username, 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:
  - 1. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
  - 2. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
  - 3. 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

4. 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
  5. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' 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 MLS 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 uses 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.

Note: MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.

#### **Section 19.6**

- A. A participant's VOW shall not display the 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 e-mail, 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.
- C. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

## Seller Opt-out Form

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

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Initials of Seller

### **Section 19.7**

- A. Subject to Subsection b., below, a participant's VOW may allow third parties:
  1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  2. to 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 forty-eight (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, in the NATIONAL ASSOCIATION OF REALTORS® VOW policy, or in 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, or type of property.

### **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 MLS 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 operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

Note: Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

### **Section 19.15**

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

- A. expired and withdrawn listings

Note: Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

- B. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- C. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- D. 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 indicating 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, the listing broker or agent, and the email or phone number provided by the listing participant 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 limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 50% sold listings in response to any inquiry.

### **Section 19.20**

A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

### **Section 19.21**

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 19.22**

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 identify the source of the listing.

### **Section 19.23**

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 19.24**

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

### **Section 19.25**

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

## **BROKERAGE BACK-OFFICE FEED**

Participants are entitled to use the BBO Data for BBO Use subject to the provisions of this policy:

### **Section 20.1 BBO Data Defined**

“BBO Data” means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for BBO use.

### **Section 20.2 BBO Use Defined**

“BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes: (1) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant; (2) Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law; (3) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant; (4) Marketplace statistical analysis and reports in conformance with these rules.

### **Section 20.3 BBO Use by Participant**

BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

### **Section 20.4 No Opt-Out**

There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use.

## **AUTHORITY, PURPOSE, AND SUBSCRIPTION QUALIFICATIONS**

### **Section 21 Authority**

The Greater Alabama Multiple Listing Service, Inc., (hereinafter referred to as “GALMLS”) is a wholly owned subsidiary of the Birmingham Association of REALTORS® (hereinafter referred to as the Association). The GALMLS shall be subject to the MLS Bylaws and to these Rules and Regulations as same may be hereinafter amended.

### **Section 21.1 Purpose**

The MLS is formed to promote, establish, foster, develop, and preserve the highest standards of the real estate profession. A Multiple Listing Service (MLS) is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as single agents formerly buyer agents or in other agency or non-agency capacities defined by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker’s performance as a procuring cause of the sale (or lease).

### **Section 21.2 Subscription Qualifications - REALTOR® Association Member Brokers**

All persons who are a sole proprietor Broker or a Designated Broker member, or are a principal, partner, corporate officer, or branch manager acting on behalf of a principal of any Association of REALTORS® shall automatically qualify for

membership and participation in the MLS upon agreeing in writing to conform to the rules and regulations thereof and to pay the cost incidental thereto. There shall be no "waiting period" before a Participant is eligible to submit listings to the Multiple Listing Service.

### **Section 21.3 Subscription Qualifications - Non-REALTOR® Subscribing Brokers**

A non-member applicant for participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the MLS that they hold a current, valid real estate broker's license and are capable of offering and accepting compensation to and from other Participants. These applicants agree to complete an orientation program, the MLS Basic and MLS Compliance 101 Classes, to abide by the Rules and Regulations, and pay the fees and dues, including any non-member fee differential, as established from time to time. There shall be no waiting period before such applicants are eligible to participate.

### **Section 21.4 Access and Reciprocity**

Multiple Listing Service participatory rights are available to any REALTOR® (principal) or any firm comprised of REALTORS® (principals) irrespective of where they hold primary membership, subject only to their agreement to abide by Multiple Listing Service Rules & Regulations; to arbitrate contractual disputes with other Participants; and to pay the same Multiple Listing Service dues, fees, and charges assessed to Participants holding membership with a Shareholder Board/Association.

## Appendix A - Greater Alabama MLS Penalty Policy – February 2022

Greater Alabama MLS (GALMLS) is responsible for the enforcement of GALMLS Rules and Regulations. All written complaints involving violations of GALMLS Rules and Regulations will be processed by GALMLS staff in accordance with this policy.

Integrity of data is the highest priority that an MLS has, and paramount to providing GALMLS subscribers with the most accurate, timely data.

To better serve all subscribers and safeguard the information contained in the MLS database, GALMLS has the following Penalty Policy in accordance with Section 7 and 9 of GALMLS Rules and Regulations.

This GALMLS policy does not cover violation complaints of unethical conduct or for requests for arbitration. These concerns fall under the jurisdiction of the local Associations of REALTORS®. Professional standards enforcement is administered through the subscriber's local Association of REALTORS®.

Fines and other penalties are administered according to this policy and are subject to change by the GALMLS Board of Directors.

***MLS participants (brokers) and subscribers (agents) can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants (brokers) and subscribers (agents) before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber (agent) to the subscriber's (broker's) participant and the participant (broker) is required to attend the hearing of a subscriber (agent) who has received more than three (3) administrative sanctions within a calendar year.***

### Summary of the Penalty Policy:

Potential violations of the GALMLS Rules and Regulations are identified in a variety of ways:

- Subscriber reported – either using a 'correction' link, an email, or other means of communication
- System verification programs – identifying potential violations and notifying the listing agent/broker via email. Major or moderate violations will include notifications via phone and/or text.
- Staff review/audits

The primary concern is to have accurate and timely information. Most notices of a potential violation will be a warning, with no penalty if the listing is promptly corrected. Warnings are the primary penalty, with the purpose to educate and allow the subscriber the opportunity to correct the error. Uncorrected violations or repeated violations by a subscriber will incur fines that will escalate as noted. Violation of the same rule by an agent can have an escalation of the fines imposed and will be defined as the same rules' violation within the same calendar year.

Violation notices will be sent by email only to the agent and broker. If the violation is not corrected by the deadline specified, the penalty will be issued as noted below.

Fines will be applied to the account on the 1<sup>st</sup> of the following month. If not paid by or on the 15<sup>th</sup> of the month, the subscriber's MLS access will be suspended until payment is received.

If a violation occurs, it will fall into one of the three categories:

**Category I Violation:** A rule violation *relating to the listing information* provided by a participant or subscriber. Category I violations are primarily errors or violations that lead to inaccurate listing data, and often affect other fields or calculations within the listing.

**Category II Violation:** A rule violation *relating to listing copyright violations, misuse of MLS data, unauthorized MLS access, unauthorized access of GALMLS services*. Category II violations are primarily errors or violations that impact the fair and cooperative effort of the MLS structure to share MLS with subscribers within the policy of clear cooperation as outlined by NAR. It also includes misuse of information without proper licensing or authorization, violations of the use of data, sharing MLS credentials with any other individual or party, a violation of the MLS subscriber or membership policy.

**Category III Violation:** A rule violation *relating to cooperation with a fellow participant or subscriber, and mandatory submission of listings to the service*. Category III violations are primarily violations of the compliance within the MLS rules for listing verifications, and for the safety and security of MLS subscribers and their clients and customers.

Within the categories of violations, the penalty for violations and corresponding fines are designated as follows:

- Minor Violations:** Warnings will be emailed to agent and broker providing three (3) business days to correct. If not corrected, a \$50 fine will be issued to the agent. Failure to correct the listing after three (3) additional business days will result in an additional \$50 fine. Subsequent violations of the same rule by an agent within a calendar year will result in higher fines of \$150 per violation. The broker will also be fined \$150 for the third violation and subsequent violations of the same rule within their office within the same calendar year. **NOTE: Some minor violations may have no warning and instead an immediate fine (see table below).**
- Moderate Violation:** Warnings will be sent to agent and broker with three (3) business days to correct. If not corrected within three (3) business days, a \$150 fine will be issued to the agent. Subsequent violations of the same rule by an agent within a calendar year will result in higher fines of \$300 for the second violation, and \$500 for the third and subsequent violations. The broker will also be fined \$300 for the third and subsequent violations of the same rule within their office within the same calendar year. **NOTE Some moderate violations may have no warning and instead an immediate fine (see table below).**
- Major Violation:** The agent will be fined \$500 for the first violation, \$1000 for the second, and \$2500 with a 60-day suspension for the third and subsequent violations within a calendar year. There is no warning, and the fine and possible suspension are immediate. The broker will be fined \$2500 upon the third and subsequent violations of the same rule within their office within the same calendar year.
- Severe Violation:** The agent will be fined \$2500 for the first violation, \$2500 and a 60-day suspension for the second and subsequent violations within a calendar year. There is no warning, and the fine and suspension is immediate. The broker will also incur a \$2500 fine upon the third and subsequent violations of the same rule within their office within the same calendar year.

Category I Violation		
Violation Description	MLS Rules Requirement	Violation Type

Consumer Released Field Content Violations	No contact information (name, phone number, etc) is allowed in a consumer released field, including related businesses such as the architect, architecture firm, builder, designer, landscaper, etc. No codes or ownership information in any consumer released fields. MLS staff will immediately correct the listing.	Moderate, immediate fine-no warning
Listing Details	Listing agents and brokers are required to submit accurate listing details to include but not limited to, Address Information, Square Footage, and Parcel ID.	Minor
Driving Directions	Valid directions starting from a major road with turn-by-turn steps. "GPS" or "see map" are not acceptable directions.	Minor
Sales Type Information	Listings must identify in the Sales Type field if the property is a foreclosure, REO property or short sale.	Minor
Correct Listing Status Required – Active	Property must be available to show and accept offers and cannot be under a finalized contract to purchase or lease.	Moderate
Correct Listing Status Required – Active-Break Clause	There is an accepted contract with a break clause. Property must be available to show and present offers to purchase. Status update must be made in MLS system within 3 days.	Moderate
Correct Listing Status Required – Contingent	Under accepted contract and must be available to show and present back-up offers. Status update must be made in MLS system within 3 days.	Moderate
Correct Listing Status Required – Pending	Under accepted contract, not available to show. Status update must be made in MLS system within 3 days.	Moderate
Correct Listing Status Required – Sold	Listings once closed must be updated in MLS to sold status within 3 days of closing. <i>Cancelling, expiring or taking a listing off market to avoid reporting the sale is a category II violation.</i>	Moderate
Correct Sales Information Required	Correct selling agent/office, dates, price, terms, concessions is required. <i>Cancelling, expiring or taking a listing off market to avoid reporting the sale is a category II violation.</i>	Moderate
Required upload of documents	MLS requires these documents to be uploaded to the listing: <ul style="list-style-type: none"> <li>• Coming Soon Addendum</li> <li>• Lead Based Paint Addendum for residential listings built prior to 1978</li> </ul>	Moderate
Correct Listing Status Required – Temporarily Off Market (TOM)	Listing status cannot remain active if the property is not available for showings. Broker level access is required to change a listing to TOM status. <i>NOTE: solicitation of a TOM listing and for allowing showing while under TOM status is a category III violation</i>	Moderate
Adding "Comps Only" Listing	Adding a closed transaction for comps only must be recorded in MLS within 30 days of closed date.	Moderate
Duplicate Listing	A listing can only be listed once as an active listing per property classification.	Moderate

Photo Content	At least one image of the subject property is required at time of listing. Clip art or embedded text on images is prohibited	Moderate
Photo or Virtual Tour Display Prohibitions	Branding or contact information of the agent, broker, or other individual or entity with a connection to the property/listing/marketing is prohibited. This includes the yard sign on listing images, agent image or company logo.	Moderate, immediate fine – no warning
Photo Removal Prohibited	All listing photos must remain on the listing as a part of the historical record of the property. <i>Note: Replacing or updating images, while the listing is Coming Soon, Active, Active Break, and Contingent, for the marketing of the property is not a violation.</i>	Major
Agent Interest or Agent Owned Listing	Must be disclosed in the Agent Notes field of the listing ( <i>which should also be disclosed in the sales contract</i> )	Major

Category II Violations		
Violation Description	MLS Rules Requirement	Violation Type
Photo Copyright Violation	Photos of another subscriber's listing may not be used without authorization of the photographer. Agents will have ten (10) days to remove images or provide authorization documentation.	Moderate, MLS will remove images
Remarks Copyright Violation	Listing descriptions (remarks) from another subscriber's listing may not be copied and used without authorization of the original subscriber (listing agent).	Moderate, MLS will remove remarks
Not recording sales of MLS Listings	A listing cannot be cancelled, taken off market or expired to avoid reporting the sale of the property.	Severe
Misuse of MLS Information	Misuse of MLS data and services for anything other than to assist in the normal performance of the subscriber's job is prohibited.	Severe
System Security / Sharing Access Information for MLS	Only authorized GALMLS subscribers may access MLS. Sharing access codes is prohibited, including but not limited to an administrator, third-party vendor, client, customer, family member.	Severe

Category III Violations		
Violation Description	MLS Rules Requirement	Violation Type
Audit of Listing	Failure to provide listing/transaction documentation to the MLS within 24 hours of the request.	Major
Listing Input - Clear Cooperation Policy	Within one (1) business day of marketing a property to the public, including Coming Soon listings, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital	Major



	communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public, including social media.	
Coming Soon Policy	No showings for a coming soon status. The maximum term for a coming soon status is 15 days. DOM will reset when listing updates to active. Allowing a showing for a listing under coming soon status will be a listing agent violation. The Coming Soon Addendum must be uploaded as a coming soon document in MLS at time of listing	Major
Solicitation of Listing	The Temporarily Off Market status is not a cancelled listing. The listing agreement between listing agency and seller is still in effect. Solicitation of these off-market listings is prohibited.	Major
Unpublished / Office Exclusive Listing	If the seller refuses to permit the listing to be disseminated by the MLS, the Participant may take the listing (“unpublished listing”). The Participant must file with the MLS within one (1) business day the Unpublished Listing Certificate signed by the seller that he/she does not desire the listing to be publicly marketed and disseminated by MLS. Publicly marketing an Office Exclusive listing is prohibited.	Major
Unauthorized Showings	Accessing the property without authorization; sharing key access or combination to nonsubscriber by showing agent is prohibited. Showing agents must verify showing instructions and obtain authorization prior to entering the property. Showings must take place during the confirmed time. The showing agent is responsible for securing/locking the property after showings.	Severe
Unauthorized Listing	Any listing filed with MLS, including Office Exclusive and Coming Soon listings, without a valid listing agreement is prohibited. An unauthorized listing includes the extension of the listing agreement period without authorization.	Severe

## Appendix B – Greater Alabama MLS Lockbox Policies

### Section 1.0 - Purpose

The Supra program provides access to listed property for agents by use of an electronic key (eKey) downloaded on a smart phone via app and a battery powered lockbox that can only be opened by someone with an eKey or by someone with authorized access via the Supra eKey app by either a one-time access code granted by an MLS Participant or Subscriber.

### Section 2.0 – Optional Use of Lockboxes

The Greater Alabama MLS (“GALMLS”) shall accommodate any GALMLS Participant (hereinafter, the “Participant” \*) using lockboxes on property listed with the MLS. GALMLS also recognizes that Subscribers \*\* also use lockboxes. GALMLS presumes that each Participant and/or Subscriber is aware of the potential liability of using lockboxes on listed properties. The following rules and policies must be adhered to by any Participant and/or Subscriber who wishes to use or access a lockbox on any property listed with the MLS.

MLS will provide a section on the MLS listing form for the Participant to indicate information regarding lockboxes.

Each Participant and/or Subscriber agrees to indemnify and hold GALMLS harmless from any liability arising from the use of lockboxes.

Lockboxes are predominantly Supra electronic lockboxes accessed by an eKey. However, GALMLS does not mandate that a Supra electronic lockbox be used on a property listed on the MLS. A Participant may use a combination lockbox on the property. This section of the GALMLS Rules and Policies applies to all lockboxes and provides detailed policies and rules related to the use of eKey.

Participant is the qualifying broker for the brokerage company or appraiser manager that supervises Subscriber(s) real estate activities and on whose behalf Subscriber(s) conducts those real estate activities.

\*\* Subscribers are the agents, appraisers, and/or administrators affiliated with the Participant who have access to and use the services provided by the MLS.

Cooperative agreements have been established within Supra’s system to allow access to the lockboxes for the subscribers of these organizations:

Calhoun County Association of REALTORS  
Etowah-Cherokee Association of REALTORS  
Huntsville Area Association of REALTORS

Greater Alabama MLS  
Marshall County Association of REALTORS  
Morgan County Association of REALTORS

### Section 3.0 – Participation Related to eKey

All Participants and their Subscribers who are legally eligible for MLS access shall be eligible to hold an eKey subject to their execution of a lease agreement with Supra.

Appraisers who are GALMLS Subscribers are eligible to hold an eKey subject to execution of a lease agreement with Supra. Photographers who are GALMLS Subscribers are eligible to hold an eKey subject to execution of a lease agreement with Supra. Photographers will be identified in Supra as an affiliate account which will require a Call Before Showing code (CBS) for access to the lockbox.

Licensed and unlicensed assistants of a Participant, who subscribe to GALMLS can hold an eKey subject to execution of a lease agreement with Supra. These keyholders will be identified in Supra as Agents but will not be able to issue one-day codes for non-supra users to access properties.

Affiliate members of the Birmingham Association of REALTORS who are actively engaged in a recognized field of real estate practice or related field can hold an eKey subject to MLS Approval and execution of a lease agreement with Supra. Affiliate members must provide GALMLS with a copy of their business license and a copy of their liability insurance in the amount of \$1 Million. Affiliates will be identified in Supra as an affiliate account which will require a Call Before Showing code (CBS) for access to the lockbox.

Affiliate Associate members of the Birmingham Association of REALTORS can hold an eKey subject to MLS Approval and the execution of a lease agreement with Supra. Affiliate Associates will be identified in Supra as an affiliate account which will require a Call Before Showing code (CBS) for access to the lockbox.

#### **Section 4.0 – Seller Authorization Required**

Lockboxes may not be placed on a property without written authority from the seller. This authority may be established in the listing documents or any other written document. Inclusion in the MLS compilations cannot be required as a condition of placing lockboxes on listed property. Sellers should be advised that the lockbox is not designed nor intended as a security device.

#### **Section 5.0 – Terms of Use Related to eKey**

GALMLS may refuse to sell or lease eKeys, may terminate existing eKey lease agreements, and may refuse to activate or reactivate any eKey held by a Participant and/or Subscriber who has been convicted of a crime within the past seven (7) years under the following circumstances:

- A. It is determined that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and
- B. The Participant and/or Subscriber is provided the opportunity to provide mitigating factors related to his/her criminal history, including, but not limited to, factors such as:
  - 1. his/her age at the time of the conviction(s);
  - 2. nature and seriousness of the crime;
  - 3. extent and nature of past criminal activity;
  - 4. time elapsed since criminal activity was engaged in;
  - 5. rehabilitative efforts undertaken by him/her since the conviction(s);
  - 6. facts and circumstances surrounding the conviction(s); and,
  - 7. evidence of current fitness to practice real estate.

GALMLS reserves the right to suspend an eKey user following their arrest and prior to a final determination on any such charge if, in the determination of GALMLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals or property at risk as noted above. GALMLS shall evaluate Participants/Subscribers uniformly and avoid making exceptions for one Subscriber/Participant while denying an exception to another Subscriber/Participant with a similar criminal history.

#### **Section 6.0 – Fees and Payments**

eKeys: The fees for the activation and operation of the eKey are set by Supra. The individual eKey user will be charged a monthly lease fee by Supra. Nonpayment of GALMLS fees and/or BAR dues, if applicable, will suspend Supra eKey services.

Lockboxes: The Supra lockboxes are leased by the subscriber from GALMLS. The lease charges are invoiced monthly by GALMLS. A valid credit card for monthly payment is required to be placed on file for the lockbox charge.