



Birmingham Association of REALTORS® and Greater Alabama MLS
Portal Terms of Use and Terms of Sale
Last modified June 16, 2023

1. Acceptance of these Terms of Use and Terms of Sale

These Terms of Use and Terms of Sale, together with any documents referenced and incorporated herein (these "**Terms**"), form a legally binding agreement between you ("**User**," "**You**," "**Member**" or "**Subscriber**") and the Birmingham Association of REALTORS® ("**BAR**") and the Greater Alabama MLS ("**GALMLS**"). BAR and GALMLS may be referred to collectively as "**we**," "**our**," or "**us**." By accessing and using our Single Sign-On Dashboard ("**SSO**"), the BAR and GALMLS Members/Subscriber portal located at <http://galmls.sso.remine.com/>, or any content, functionality, and services offered on or accessible through the SSO or portal (collectively, "**Portal**"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth in these Terms.

Please read these Terms carefully before you start to use the Portal or any of the services offered on or accessible through the Portal, including, but not limited to, the membership- and subscription-based services (the "**Services**"). **By creating an Account (as defined below) and/or accessing and using the Portal and its Services, you accept and agree to be bound by and to abide by these Terms, as well as the BAR and GALMLS Bylaws, Policies and the Rules and Regulations (collectively, the "BAR/GALMLS Documents") and our [Privacy Policy](#), which are incorporated herein by reference.** If you do not agree to these Terms, the BAR/GALMLS Documents, or our [Privacy Policy](#), you must not access or use the Portal or participate in the Services.

At this time, the Portal is only offered to residents of the United States who are at least eighteen (18) years old and who are able to enter into an enforceable agreement with us. If you are not a resident of the United States, or are not a legal adult, you are not authorized to use the Portal and must cease all further access to and use of the Portal. By using the Portal, you represent and warrant that you are of legal age to form a binding contract with us and meet all the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Portal.

2. Changes to these Terms

We may revise, update, and otherwise modify these Terms from time to time in our sole discretion. All changes are effective immediately when we post them to the Portal, and such changes apply to all access to and use of the Portal. We also retain the option, but not the

obligation, to post a notification to your Account (as defined below), notify you when you use and/or access our SSO, and/or email you when these Terms are updated. Your continued use of the Portal or participation in the Services following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page from time to time so that you are aware of any changes, as they are binding on you.

3. The BAR/GALMLS Documents

References herein to the BAR/GALMLS Documents refer to the most-recently modified BAR and GALMLS Bylaws, Policies, and Rules and Regulations, which may be accessed here: <https://birminghamrealtors.com/governing-documents/>. By accessing and using the Portal and/or the Services, you are acknowledging that you have read, understand, and agree to be bound by the terms and conditions of the BAR/GALMLS Documents. It is your obligation to regularly consult the BAR/GALMLS Documents prior to accessing, using, and making any purchases through the Portal, as certain terms and conditions in the BAR/GALMLS Documents may apply to and/or supplement the terms and conditions set forth herein.

4. Accessing the Portal and Account Security

We reserve the right to withdraw or modify the Portal, and any Services or materials we provide on or through the Portal, in our sole discretion without notice to you. We make no warranties that the Portal and/or Services will be available at all times. We will not be liable if, for any reason, all or any part of the Portal or our Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Portal or Services to specific users, which may not include you.

You are responsible for both (i) making all arrangements necessary for you to have access to the Portal and (ii) ensuring that all persons who access the Portal through your internet connection are aware of and comply with these Terms, the BAR/GALMLS Documents, and the [Privacy Policy](#).

To access the Portal and the Services, you must set up an account (your “**Account**”). BAR and GALMLS will provide you with one unique user ID and password. This user ID and password will provide you with access to all data, functions, and Services in the BAR and GALMLS Portal to which you, as Member and/or Subscriber, are entitled under the BAR and GALMLS Documents. You may be required to provide certain information in order to set up your Account. It is a condition of your use of the Portal that all the information you provide on the Portal is correct, current, and complete. You agree that all information you provide to register with this Portal, to establish an Account, or otherwise, including, but not limited to, through the use of any interactive features on the Portal, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

By accessing and using the Portal, you acknowledge and agree that the Portal and Services are only intended for Members or Subscribers (each, an “Authorized User”). The materials on the Portal and/or offered as part of the Services may contain materials intended only for Members

and/or Subscribers, and may also contain our non-public, sensitive, confidential, and/or proprietary information. It is the responsibility of every Authorized User to help ensure the security, integrity, and privacy of the Portal. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is personal to you, and you agree not to provide any other person with access to the Portal, or portions of it, using your username, password, or other security information. Sharing such information may result in a fine, as explained below. Further, you accept that any breach of any third party rights resulting from your prohibited disclosure or negligent safekeeping of your Account login credentials that results in any liability of any nature whatsoever shall be your sole liability.

You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our sole opinion and discretion, you have violated any provision of these Terms, the BAR/GALMLS Documents, or the [Privacy Policy](#).

Additionally, you acknowledge that you will be accessing the Portal through the use of an SSO password, which may grant you access to various Member and/or Subscriber benefits, including the Greater Alabama MLS. YOU HEREBY ACKNOWLEDGE AND AGREE THAT PURSUANT TO THE GREATER ALABAMA MLS RULES AND REGULATIONS, SECTION 1.37, SHARING ACCESS CODES TO THE PORTAL IS STRICTLY PROHIBITED AND IS PENALIZED BY AN AUTOMATIC/PROGRESSIVE FINE AS ESTABLISHED BY THE BOARD OF DIRECTORS. YOU HEREBY AGREE THAT, SHOULD YOU SHARE YOUR PASSWORD WITH AN UNAUTHORIZED USER, YOU SHALL BE LIABLE FOR AND SHALL PAY US A FINE OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500) OR SUCH OTHER AMOUNT AS MAY BE ESTABLISHED BY THE BOARD OF DIRECTORS FROM TIME TO TIME.

5. Portal Use

As a condition of your continued compliance with these Terms, the BAR/GALMLS Documents, and our [Privacy Policy](#), BAR and GALMLS grant you a limited, fully-revocable, non-exclusive, non-transferable, non-sublicensable, non-assignable license to use the Portal and Services solely for your own personal use as an Authorized User and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use.

You agree not to record, download, or otherwise copy any materials on the Portal, including, but not limited to, any of the materials provided as part of the Services, or any other videos, pictures, logos, graphics, handbooks, guides, guidelines, policies or other resources offered on the Portal, unless we explicitly grant you permission to do so (such as by providing a link to download the particular material). However, the content on the Portal may be displayed, reformatted, or printed on your printer for use as personal reference.

You also agree not reverse engineer or break into the Portal, or use any of our materials, products, or Services in violation of any law. Your use of this Portal is at the sole discretion of BAR and GALMLS, and we may terminate your use of this Portal and access to the Services at any time and for any reason.

6. Prohibited Uses

You may use the Portal only for lawful purposes and in accordance with these Terms. You agree not to use the Portal:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate BAR, GALMLS, or any of their respective affiliates, an employee of BAR or GALMLS, another user, or any other person or entity that is not you (including, without limitation, by using email addresses or screennames associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Portal or Services, or which, as determined by us in our sole discretion, may harm BAR or GALMLS or users of the Portal or Services, or expose BAR or GALMLS, users, or any third party to liability.

Additionally, you agree not to:

- Use the Portal in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Portal or Services, including their ability, if any, to engage in real time activities through the Portal.
- Use any robot, spider, or other automatic device, process, or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal.
- Use any manual process to monitor or copy any of the material on the Portal, or for any other purpose not expressly authorized in these Terms, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Portal.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Portal, the server on which the Portal is stored, or any server, computer, cloud storage, or database connected to the Portal.
- Attack the Portal via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Portal.

7. Intellectual Property Rights

The Portal, Services, all content, features, and functionality on the Portal, including, but not limited to, the SSO, the Greater Alabama Multiple Listing Service, the association management service, all content provided to or accessible by you as a Member and/or Subscriber, and all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof (“**BAR and GALMLS’s Intellectual Property**”) are owned by BAR and/or GALMLS, their licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You herewith acknowledge and agree that, as between you and BAR and GALMLS, BAR and GALMLS owns all right, title, and interest in and to BAR and GALMLS’s Intellectual Property. You herewith acknowledge and agree that, except as explicitly stated in these Terms, BAR and GALMLS do not transfer to you any of BAR and GALMLS’s Intellectual Property, and you shall have no right, title, or interest in or to any of BAR and GALMLS’s Intellectual Property.

Unless we explicitly grant you written permission to do otherwise, you may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Portal, whether BAR and GALMLS’s Intellectual Property or otherwise, except to access the Portal and participate in the Services as an Authorized User, consistent with the terms and intent of these Terms. In addition:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-

commercial use, provided you agree to be bound by our end user license agreement for such applications.

- If we provide certain features as part of the Portal, such as allowing you to download certain materials or engage in any social media features, you may take such actions as are enabled by such features.

Any permission granted to you by these Terms terminates automatically if you violate these Terms, the BAR/GALMLS Documents, or our [Privacy Policy](#). No right, title, or interest in or to the Portal, the Services, your Account, or any content on the Portal is transferred to you, and all rights not expressly granted are reserved by BAR and GALMLS. Any use of the Portal not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws. **We expressly reserve all rights in and to our intellectual property, including the right to pursue any and all legal remedies we may have should your breach of these Terms constitute intellectual property infringement under applicable federal and/or state law.** If you wish to make any use of material on the Portal other than that set out in this section, or are unsure whether a certain use of material would violate the terms of this section, please address your request to the email address provided in the [Contact Us](#) section.

8. Trademarks

The names of Birmingham Association of REALTORS® and Greater Alabama MLS™, and each entity's respective names, logos, product and service names, designs, and slogans are trademarks of BAR, GALMLS, and/or our affiliates or licensors. You must not use the trademarks of BAR or GALMLS without our prior written permission. All other names, logos, product and service names, designs, and slogans on this Portal are the trademarks of their respective owners.

9. Modifications to Service

BAR and GALMLS may, but are not required to, modify the Portal, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the Portal may be subject to agreements other than these Terms and may require payment of additional fees.

10. Risk of Loss for Saved Information

You bear the risk of loss for any information that you input, enter, and/or save to the Portal. Such information may not always be available to you and may become available to unauthorized persons. BAR and GALMLS are not liable for unauthorized access to or loss of such information.

11. Disclosure to Third Parties

BAR and GALMLS reserve the right to take all actions consistent with our [Privacy Policy](#), including, but not limited to, the right to distribute to third parties certain information about you, including

your name and business address, phone number and email address, and reserve the right to distribute to third parties aggregated information about your use of the Portal. By accessing and using the Portal, you consent to all actions taken by us with respect to your information in compliance with these Terms and our [Privacy Policy](#).

12. Disclosure to Government

You acknowledge that BAR and GALMLS may provide government agencies access to the Portal and/or Services at any time in BAR and GALMLS's sole discretion.

13. Priority of Agreements

Your access to and use of the Portal and/or Services is always subject to the limitations set out in the BAR/GALMLS Documents. In the event of an apparent conflict between those documents and these Terms, Member's and Subscriber's obligations and rights shall be determined, in order of precedence, (i) first by the BAR/GALMLS Documents and (ii) then by these Terms.

14. Terms of Sale

All sales made through the Portal, including any initiation, membership, subscription, lockbox, or other fees for the Services, are subject to the following terms of sale.

14.1. Dues and Fees payable

BAR dues for all Members shall be payable annually in advance and not later than January 16. GALMLS dues for all Subscribers shall be payable annually in advance and not later than July 15. BAR collects dues on behalf of the Alabama Association of REALTORS® (“AAR”), the National Association of REALTORS® (“NAR”) and itself. New Member dues shall be prorated as dictated from the Association being collected for: NAR prorates monthly, AAR monthly, and BAR monthly. However, membership dues shall not be prorated if membership was held during the preceding or current calendar year. All dues shall be forwarded to NAR and AAR in a timely manner.

Designated REALTOR® members are required to submit to the Association written notice of any hire or severance of a licensee. In the event an individual sales licensee or licensed or certified appraiser places their license with a BAR Designated REALTOR®, the individual must join BAR within thirty (30) days of hire or provide proof of REALTOR® membership at another association. Should the individual not meet the BAR 30-day requirement and the individual remains with the Designated REALTOR®'s brokerage, the dues obligation of the Designated REALTOR® will be increased to reflect the addition of a nonmember licensee (as set forth in ARTICLE XI - DUES AND ASSESSMENTS, (a) of the BAR Bylaws).

Additionally, a Designated REALTOR® will be assessed nonmember dues for any existing member, who remains licensed with the Designated REALTOR® and who is terminated for nonpayment of annual dues (as set forth in ARTICLE XI - DUES AND ASSESSMENTS, Section 2 DUES, of the BAR

Bylaws). Nonmember assessments are not prorated and are payable within thirty (30) days of the notice of termination or non-compliance of membership. Any outstanding nonmember assessments incurred by a brokerage firm not paid by the due date will result in all brokerage services being suspended. Brokerage services will be inclusive of all agents' services within that brokerage firm. Invoices will be noticed to members electronically and are available for printing and payment via the BAR Membership Portal.

14.2. Lockbox Leasing, eKEY Program, and Fees

Certain Authorized Users (including REALTORS®, Appraisers, and affiliate members, including, but not limited to, pest control operators/inspectors, home inspectors, and real estate photographers under special conditions) may be eligible to enroll in eKEY service from Supra. To find out if you are eligible to lease a lockbox or eKEY, contact our MLS Department at support@greateralmls.com. ***Please note, however, that affiliates are not eligible for lockbox leasing and are only eligible for eKEY service.***

The cost to enroll in eKEY service with Supra includes a one-time fifty-dollar (\$50) activation fee with our third-party lockbox provider Supra. Following your payment of the activation fee, you will be required to pay Supra a monthly eKEY fee of fifteen dollars and fifty-two cents (\$15.52).

Additionally, GALMLS participants and subscribers are eligible to participate in the GALMLS lockbox leasing program. You will be required to pay a monthly lockbox lease fee of two dollars (\$2) per lockbox, charged on a quarterly basis. This quarterly fee will be debited from your Account on a quarterly basis on the final Friday of each quarter. You acknowledge and agree that the BAR and GALMLS Board of Directors shall have the right to change lockbox leasing terms, including, but not limited to, terms such as charges and billing cycles, in its sole discretion. You acknowledge and agree that you shall be solely liable for any lost, stolen, or materially damaged lockboxes and shall reimburse BAR and GALMLS in the event the lockbox your lease is lost, stolen, or materially damaged whether due to your acts or omissions or the acts or omissions of any third party.

14.3. Penalty Fee Policy

It is the policy of BAR and GALMLS to charge a late fee for dues or fees received after the due date. The late fee is determined by the Board of Directors. BAR and GALMLS may collect fines from Member or Subscriber for any violation of the BAR/GALMLS Documents. Payment terms for fines are set out in the BAR/GALMLS Documents. BAR and GALMLS may amend its schedule of fines and terms for collecting said fines at its sole discretion at any time.

14.3.1. Annual BAR Dues

BAR annual dues are invoiced on and due January 1. After January 1, the following delinquency cycle shall occur:

14.3.1.1. BAR Reinstatement Fees (Late fees) (Due by January 1)

Should you fail to timely pay annual BAR fees by January 1, BAR will notify you of delinquency via electronic means. You will be required to pay a one-hundred dollar (\$100.00) reinstatement fee. If you do not pay the outstanding BAR fees and reinstatement fee by February 1, your membership will be suspended. Designated REALTOR®s shall be responsible to inform BAR if a primary member's license has been removed from the brokerage through AREC or if the broker or agent cancels membership for secondary members.

14.3.1.2. AAR Reinstatement Fees (Late Fees) (Due by March 1)

Should you fail to timely pay annual AAR fees by March 1, BAR will notify you of delinquency via electronic means. You will be required to pay a one-hundred dollar (\$100.00) reinstatement fee. If you do not pay the outstanding AAR fees and reinstatement fee by April 1, your membership will be terminated. Should you remain with the BAR Designated REALTOR®s brokerage, the dues obligation of the BAR Designated REALTOR® will be increased to reflect the addition of a nonmember licensee (as set forth in ARTICLE XI - DUES AND ASSESSMENTS of the BAR Bylaws). After suspension, termination, or resignation, membership may be reinstated by payment of the current dues and all state and local reinstatement fees.

14.3.1.3. After a full calendar year from suspension date

A former member who does not reinstate within a year will be required to re-apply for membership in the manner prescribed for new members, including the payment of application fee for new members, and may include requirements to attend the new member orientation class.

14.3.2 GALMLS Annual Fees and Late Fees (Due by July 1)

GALMLS annual dues are invoiced on and due July 1. After July 1, the following delinquency cycle shall occur:

Should you fail to timely pay annual GALMLS fees by July 1, GALMLS will notify you of delinquency via electronic means. Your subscription shall be suspended, and you shall be required to pay a one hundred dollar (\$100.00) late fee. If you fail to pay the outstanding GALMLS fee and the late fee by August 1, your subscription will be terminated. Notice of termination will be sent to your email address on file with us. After suspension, termination, or resignation, subscription may be reinstated by payment of all unpaid fees. If a Subscriber who has paid subscription fees for the preceding year returns, the Subscriber will not be eligible for prorated annual fees and will be required to pay all fees in arrears including late fees. If the Subscriber was not a Subscriber in the preceding year, the Subscriber will be required to re-apply for a subscription in the manner prescribed for

new members, including the payment of application fee for new subscriber and may include requirements to attend new subscriber orientation training.

14.4. Auto Pay and Investments

14.4.1. Annual BAR Dues

By signing up for autopay for Annual BAR dues, you agree to invest thirty-five dollars (\$35) in the Alabama Realtors Political Action Committee (ARPAC). This investment will be deducted automatically from your chosen payment method annually.

14.4.2. Greater Alabama MLS Fees

By signing up for autopay for Greater Alabama MLS fees, you agree to invest forty dollars (\$40) in the Birmingham Association of REALTORS® Political Action Committee (BARPAC) and donate ten dollars (\$10) to Silent Angels. These investments and donations will be deducted automatically from your chosen payment method annually.

14.4.3. Opt-Out of Investments

If you wish to opt out of any of the fees mentioned above, you can do so by making a manual payment each time such fees or dues are due.

14.5. Credit Card Authorization

By signing up for autopay cycles, you authorize BAR and GALMLS to keep your credit card information on file and use it to process payments for the agreed-upon fees. You agree to ensure that the provided credit card information is accurate, valid, and up to date. You further authorize BAR and GALMLS to charge your credit card for any outstanding amounts owed, as well as any future autopay cycles or recurring payments that you sign up for.

14.6. Lockboxes

In addition to keeping your credit card information on file for MLS and other fees, Subscribers who lease lockboxes from GALMLS will be required to keep their credit card information on file for lockbox leasing fees and to replace any lost lockboxes. **By leasing a lockbox from GALMLS, Subscribers hereby agree and authorize BAR and GALMLS to keep your credit card information on file for such purposes and to use it to process payments for any lockbox fees or replacement charges.** The lockbox leasing fees are invoiced quarterly by GALMLS.

14.7. Paper Check/Money Order Policy

BAR and GALMLS do not accept paper checks for amounts less than two thousand five hundred dollars (\$2500), except in cases where the payment is made to charitable fundraisers such as

Silent Angels, as may be determined by the BAR and GALMLS Board of Directors from time to time. All checks less than two thousand five hundred dollars (\$2500) will be processed through TeleCheck, a service that reduces our organization's risk for accepting bad checks while still allowing members to pay by check. Additionally, no money orders will be accepted for payment.

14.8. Split Payment Policy

BAR and GALMLS have implemented a policy to no longer accept split payments, meaning that multiple payment types cannot be used to pay for an individual transaction. Payments must be made using a single payment type (e.g., credit card, electronic check, electronic transfer). This policy streamlines the payment process and reduces administrative complexities. Please ensure that you have the necessary funds available in your chosen payment method to complete the transaction in full.

14.9. Exceptions

Exceptions to the Paper Check / Money Order Policy and Split Payment Policy may be made for checks made to charitable fundraisers such as Silent Angels, as determined by the BAR and GALMLS Board of Directors. These exceptions will be evaluated on a case-by-case basis and are subject to the discretion of BAR and GALMLS. If you believe you have an exceptional circumstance that warrants consideration, please contact BAR or GALMLS for further assistance using the information in the [Contact Us](#) section.

14.10. No Refunds

BAR and GALMLS need not refund or pro-rate fees in the event of termination or suspension of your Account for any reason unless the BAR/GALMLS Documents provide otherwise. Initiation fees, if any, are not refundable.

14.11. Taxes

All fees for the Services are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, you shall pay all such taxes and levies other than any tax or levy on the net income of BAR and GALMLS.

14.12. Applicable Fees

You shall pay the fees set forth in BAR and GALMLS's official Schedule of Fees which BAR and GALMLS may amend at any time.

14.13. Additional Payment Terms

Member and Subscriber shall pay the fees according to the terms set out in these Terms and any additional terms in the BAR/GALMLS Documents, as may be amended from time to time.

14.14. Fee Changes

The BAR and GALMLS Board of Directors may amend the Schedule of Fees at any time at its sole discretion, including the ability to change the dates on which billing and autopay fees become due. We will notify you of such changes at least thirty (30) days before such changes take effect via email and/or by posting a notification to the Portal.

14.15. Paperless Billing Policy

BAR will only send email notifications to notify all members via email when statements (invoices) are posted electronically to the Portal for BAR annual dues, GALMLS annual subscription fees, participant fees, and lockbox fees.

15. Donations

Any contribution made through our bill pay system is a voluntary donation to support the mission and activities of Silent Angels. By choosing to donate, you understand and acknowledge that your contribution is not a payment for goods or services, and you will not receive any material benefits or tangible items in return for your donation.

15.1. Tax-Deductibility

Silent Angels is recognized as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Donations made to Silent Angels may be tax-deductible to the extent permitted by law. However, we recommend consulting with a qualified tax advisor to determine the specific tax implications of your donation.

15.2. Donor Privacy

We respect your privacy and are committed to protecting your personal information. Your donation details and any personally identifiable information provided will be used solely for the purpose of processing your donation, issuing tax receipts, and communicating with you as necessary. We will not share or sell your donor information to third parties without your explicit consent, unless required by law. See also our [Privacy Policy](#).

15.3. Donation Processing

Our bill pay system strives to provide a secure and efficient donation experience. However, please be aware that certain factors beyond our control, such as technical glitches or network interruptions, may affect the timely processing or completion of your donation. We cannot be held responsible for any such issues that may arise during the donation process.

15.4. Donation Refunds

Once a donation is successfully processed through our bill pay system, it is considered final and non-refundable. We strongly recommend reviewing the donation amount and ensuring its accuracy before submitting the transaction. However, if you believe an error has occurred or have any concerns regarding your donation, please contact us promptly so we can address the issue accordingly.

15.5. Use of Donations

Silent Angels is committed to using donated funds responsibly and effectively to further its charitable objectives. While we strive to allocate donations in accordance with donor intent, we retain the right to redirect funds to alternative programs or initiatives, if necessary, to maximize the impact of your contribution and align with the organization's mission. By proceeding with your donation through our bill pay system, you acknowledge that you have read, understood, and agreed to the terms and conditions outlined in this disclaimer.

16. BARPAC and ARPAC Contributions

The Birmingham Association of REALTORS® has integrated the Birmingham Association of REALTORS® Political Action Committee (“**BARPAC**”) and the Alabama REALTORS® Political Action Committee (“**ARPAC**”) contribution collection into its payment system, which includes the payment of BAR and GALMLS dues and fees. Please read the following disclaimer carefully before using the system:

16.1. Inclusion in Payment System

Contributions to BARPAC and ARPAC are collected as part of the BAR and GALMLS dues and fees payment system. By using the payment system, you have the option to make contributions to BARPAC and ARPAC in addition to your regular dues and fees.

16.2. Voluntary Contributions

Participating in the BARPAC and ARPAC contribution collection through the payment system is entirely voluntary. Members of BAR can choose to make contributions to BARPAC and ARPAC through this system as an additional voluntary payment. Contributions to BARPAC and ARPAC are not mandatory and members are free to opt out or contribute through alternative means.

16.3. Political Purpose

Contributions made through the payment system will be allocated BARPAC and ARPAC for political purposes. The funds collected will support political candidates, initiatives, and advocacy efforts

aligned with the goals and objectives of BARPAC and ARPAC. Please note that political contributions are subject to federal, state, and local campaign finance laws and regulations.

16.4. Non-Tax Deductible

Contributions made through the payment system to BARPAC and ARPAC are not tax-deductible as charitable donations. They may be subject to gift tax rules and limitations. We recommend consulting with a tax professional regarding the tax implications of your contributions.

16.5. Transparency and Reporting

BARPAC and ARPAC are committed to transparency and complying with all applicable reporting requirements. We adhere to campaign finance laws and regulations regarding the disclosure of contributions received. Contributions made through the payment system may be disclosed in accordance with legal requirements.

16.6. Refund Policy

Contributions made through the payment system to BARPAC and ARPAC are non-refundable. Once a contribution is submitted and processed, it cannot be reversed or refunded. If you have any concerns or questions about your contribution, please contact BAR directly using the information in the [Contact Us](#) section.

16.7. Non-Endorsement

The inclusion of BARPAC and ARPAC contribution collection within the payment system does not constitute an endorsement or recommendation by BAR of any specific political candidate or initiative. Contributions made through the system should not be construed as an endorsement by BARPAC or ARPAC of any individual or entity.

16.8. Acknowledgement of Disclaimer

By using the payment system to make contributions to BARPAC and/or ARPAC, you acknowledge that you have read and understood this disclaimer and agree to its terms and conditions. If you do not agree with any part of this disclaimer, please refrain from using the system for BARPAC or ARPAC contributions. For further information or inquiries, please contact BAR directly using the information in the [Contact Us](#) section.

17. Collection Policies

BAR is a membership organization which provides services to its members. The services provided are paid for by fees charged to the Members who use those services. Similarly, GALMLS is a subscription-based organization that provides services that are paid for by the fees charged to the Subscribers who use those services. Because BAR and GALMLS have made commitments to

outside vendors to provide those services to their Members and/or Subscribers, the fees charged to the Members and/or Subscribers must be collected in a fair, consistent, and timely fashion to ensure the ability of BAR and GALMLS to meet their respective obligations.

17.1. Cancellation Policy for Events/Classes

Cancellations for events and/or classes must be received 48 hours prior to the event or class. If the notice requirement is not met, refunds will not be issued.

17.2. No-Show Fee for Events/Classes

Anyone who fails to attend a FREE class or event without advance notice will be charged a twenty-five dollar (\$25) no-show fee.

18. Termination

BAR and GALMLS may suspend, terminate, delete, or revoke access to your Account or to all or part of the Portal or Services at any time, for any or no reason, including, without limitation, any violation of these Terms or the BAR/GALMLS Documents, or failure to pay any outstanding fees and/or charges as set forth in these Terms.

If you are a Participant or Designated REALTOR[®], your right to access and use the Portal and its Services shall terminate immediately and without notice to you if the Participant or Designated Broker Agreement between you and BAR and GALMLS is terminated for any reason.

19. Opt-Out Policy

We utilize a strict Opt-Out policy for sending online notifications regarding services, products, and programs. For more information on our Opt-Out policy, please see our [Privacy Policy](#).

20. Data Security

BAR has implemented appropriate security measures to protect the confidentiality and integrity of personal and financial information provided through the payment system. We test these procedures and modify them regularly as new technologies become feasible. However, please note that no data transmission over the internet can be guaranteed to be 100% secure. By using the system, you acknowledge and accept the inherent risks associated with online transactions.

21. Reliance on Information Posted

The information presented on or through the Portal is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim

all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Portal, or by anyone who may be informed of any of its contents.

This Portal may include content provided by third parties, including materials provided by other users, or our affiliates or licensors. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by BAR and/or GALMLS, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of BAR or GALMLS. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

22. Links from the Portal (Outbound Links)

The Portal may contain links to other websites and resources provided by third parties. These links, if any, are provided for your convenience only. We have no control over the contents of those third-party sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to from the Portal, you do so entirely at your own risk and subject to the terms of use and privacy policies for such websites, if any.

23. Third-Party Services and Access to Third-Party Sites

Certain areas of the Portal may be operated on behalf of BAR and GALMLS by third parties, and may be subject to the terms of use and privacy policies of those parties. BAR and GALMLS are not responsible for any aspect of these third-party service providers or websites, including any purchases made on those sites. Please review any terms and conditions that may apply if and when you visit other areas operated by third parties.

BAR and GALMLS may provide information, including personal information that it collects, to third-party service providers to help us provide the Portal and its Services to you. BAR and GALMLS will take reasonable steps, consistent with the [Privacy Policy](#), to ensure that these third-party service providers are obligated to protect your personal information. **You hereby acknowledge that BAR and GALMLS are not responsible for the disclosure of personal information by a third-party service provider through no fault of BAR or GALMLS.**

24. Geographic Restrictions

BAR and GALMLS provide this Portal from within the United States for use only by persons located in the United States. Access to the Portal may not be allowed or legal by certain persons or in certain countries. If you access the Portal from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

25. Governing Law and Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the state of Alabama, United States, without regard to its conflict of laws principles. Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the courts located within the state of Alabama.

26. Disclaimer of Warranties

YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE PORTAL WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL IS AT YOUR OWN RISK. THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER BAR NOR GALMLS NOR ANY PERSON ASSOCIATED WITH BAR OR GALMLS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PORTAL. WITHOUT LIMITING THE FOREGOING, NEITHER BAR NOR GALMLS NOR ANYONE ASSOCIATED WITH BAR OR GALMLS REPRESENTS OR WARRANTS THAT THE PORTAL, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR PORTAL OR THE SERVER/CLOUD THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, BAR AND GALMLS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE PORTAL MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES, AND NEITHER BAR NOR GALMLS (I) IS RESPONSIBLE FOR THE CONTENT OF SUCH THIRD-PARTY WEBSITES, (II) ENDORSE SUCH SITES OR THEIR CONTENTS, OR (III) REPRESENT THAT WE HAVE ANY RELATIONSHIP WITH SUCH SITES OR THEIR OPERATORS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

27. Limitations and Exclusions of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL BAR AND GALMLS, THEIR AFFILIATES, OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL, ANY WEBSITES LINKED TO IT, THE SERVICES AND ANY CONTENT ON THE PORTAL OR SUCH OTHER WEBSITES (OR ARISING OUT OF OR IN CONNECTION WITH YOUR RELIANCE ON ANY INFORMATION OBTAINED THROUGH THE PORTAL), INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

28. Maximum Aggregate Liability

In no event shall BAR and GALMLS be liable to you for any amount in excess of the greater of (I) the fees, if any, you have actually paid BAR and GALMLS in the year immediately preceding the first event giving rise to any claim for damages; or (II) one hundred dollars (\$100).

29. Indemnification

You agree to defend, indemnify, and hold harmless BAR and GALMLS, Silent Agent, BARPAC, and their respective officers, directors, trustees, employees, contractors, agents, affiliates, licensors, service providers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your access to and/or use of the Portal or the Services, including, but not limited to, arising from your (i) putting inaccurate information into the Portal; (ii) making unauthorized use of any other user's password; (iii) making unauthorized use of the BAR and GALMLS Database; (iv) infringing any proprietary or contract right of any third party; (v) breaching any warranty under these Terms; and (vi) violating this or any other agreement or any applicable law.

30. Acknowledgment

You acknowledge that BAR and GALMLS has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in these Terms and that the same form an essential basis of the bargain between the parties.

31. Injunctive Relief

You acknowledge and agree that the BAR and GALMLS Software (which includes, but is not limited to, the SSO, association management software, and any software used in, incorporated within, provided with, or accessible by the Portal and/or Services) and the BAR and GALMLS Database are confidential and proprietary products of BAR and GALMLS and that in the event there is an unauthorized disclosure of them by you, no remedy at law will be adequate. You therefore agree that in the event of such unauthorized disclosure of BAR and GALMLS Software or BAR and GALMLS Database, BAR and GALMLS may obtain injunctive relief or other equitable remedies against you in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

32. Dispute Resolution

In the event BAR and GALMLS claim that you have violated these Terms, the BAR and GALMLS Documents, or the [Privacy Policy](#), BAR and GALMLS may, at its option, resolve such a claim according to the dispute resolution procedures set out in the BAR/GALMLS Documents. You agree to submit all other disputes or claims under these Terms to the jurisdiction and venue of the state and federal courts sitting in Jefferson County, Alabama.

33. Interpretation and Amendment

You expressly consent to the execution of amendments by electronic means (such as web site “click through” agreements). BAR and GALMLS may amend these Terms at any time and will post the amended Terms on the Portal. If you continue to use the Portal, Services or BAR and GALMLS Database, you will be deemed to have agreed to the Terms as amended.

34. Integration and Severability

These Terms, the BAR/GALMLS Documents, and our [Privacy Policy](#) contain the entire understanding of the parties and supersede all previous oral and written agreements on the subject hereof. Each provision of these Terms is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Sections 28 through 32 is declared invalid or unenforceable by any court of competent jurisdiction, these Terms and your access to the Services shall immediately terminate.

35. Contact Us

This Portal is operated by the Birmingham Association of REALTORS® and the Greater Alabama MLS.

Any feedback, comments, requests for technical support, and other communications relating to the Portal, the Services, or your Account should be directed to:

support@birminghamrealtors.com
or
support@greatermls.com.