

**GREATER AUGUSTA ASSOCIATION OF REALTORS, INC.
MULTIPLE LISTING SERVICE
RULES AND REGULATIONS**

PREAMBLE

The Multiple Listing Service of the Greater Augusta Association of REALTORS, Inc. (hereinafter referred to as "MLS" or "the Service" is established under authority set forth in Article XVIII of the Association Bylaws.

**ARTICLE I
LISTING PROCEDURES**

Section 1.1: Listings of real or personal property of the following types, which are listed subject to a real estate broker's license and are located within the territorial jurisdiction of the Multiple Listing Service taken by Participants; exclusive right to sell, exclusive agency and co-exclusive right to sell shall be entered into the MLS within 72 hours after all necessary signatures of seller(s) have been obtained:

- (a) Residential Homes/townhomes/Condos/Mobile Homes/Modular/Vacation-Resort/Camp
- (b) Business/Commercial/Industrial
- (c) Farms
- (d) Lots & Land/Commerical Land
- (e) Multi-Family

A co-exclusive right to sell listing being one in which only two licensed brokers are given the right to sell the property. A co-exclusive right to sell listing will be allowed by MLS only if it has been signed by representatives of both brokers. If the listing broker also intends to offer compensation to buyers agents, the listing agreement and/or addendum should contain the seller's written authorization to compensate agents of prospective purchasers.

The exclusive right to sell listing is the conventional form of listing whereby the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on a unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings

with no named prospect exempted. Care should be exercised to denote exclusive agency and exclusive right to sell listings with prospect reservations.

Copies of all paperwork, including listing agreements, extension, price change and withdrawal authorizations, shall be retained on file by the listing broker. All paperwork shall be in proper format with appropriate signatures. A completed status change input sheet shall be retained by the listing broker on each transaction. The Association shall receive photos containing required identifying information.

All listing agreements and extensions must have signatures of those persons required to sign the deed of bargain and sale. All listing agreements and extensions are required to have the signature of one licensed agent of the listing broker's firm. When re-entering an expired listing a NEW SIGNED agreement must be obtained by the listing broker. All changes or corrections on listing agreements or extensions must be initialed or signed by all persons required to sign said document.

Exclusive right to sell listings and co-exclusive right to sell listings in regards to prospect exclusions, will be allowed by the Service. These persons must be named and on file in the listing broker's office. The listing must clearly state "prospect exclusion" on the listing form and "prospect exclusion" must also appear on the computer. Although allowed by the Service, this practice is not encouraged by the MLS Committee.

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

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- c. advise the seller(s) as to the merits of offers to purchase
- d. assist the seller(s) in developing, communicating, or presenting counter-offers
- e. participate on the seller's(s) behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol 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 1.2: Any listing taken on a contract to be entered into the Service is subject to the Rules and Regulations of the Service upon signature of the Seller.

Section 1.3: All listing agreements shall be complete in every detail which is ascertainable as shown on the form. The MLS Committee or the Executive Officer for the Greater Augusta Association of REALTORS, Inc. shall withdraw any listing that does not comply with the Rules and Regulations of the Multiple Listing Service. All paperwork shall be available to the MLS Committee or the Association office at the direction of the Committee for spot check of the accuracy of information contained on such paperwork. All complaints as to the accuracy of a listing must be submitted in writing to the MLS Committee for consideration.

Section 1.4: If the seller refuses to permit listing information to be disseminated by the Service, the REALTOR may then take an exclusive listing ("office exclusive"), and such listing shall be retained by REALTOR, but not disseminated by the MLS to the Participants. The listing must contain certification signed by the seller that he does not desire the listing be placed in the Service.

Section 1.5: All changes in the original listing agreement shall be entered in the computer within 72 hours after the authorized change is received by the listing broker. Written authorization for changes must be on file in the listing broker's office.

Section 1.6: When requested by Seller, listed property may be withdrawn from MLS before the expiration date of the listing agreement provided written authorization is on file in the listing broker's office. 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 1.7: All contingencies shall be added to and removed from the computer listing within 72 hours of change. There are only 2 situations in which a listing with a contract should be left in Active Status. Home Inspection or a Kick Out. The MLS Committee allows listings contingent on Home Inspection or with Kick Out to remain in active status. You should then put in Remarks that it is contingent on the Home Inspection. If a Kick Out, you should use the Additional Status for the Kick Out information and/or put in the Remarks Section. In addition, unimproved property may remain active and show under contract/soil study or feasibility study in remarks and Commercial property may remain active and show under contract/feasibility study in remarks. All other situations such as when the listing is contingent on financing, should be changed to Under Contract status. If a listing is put under contract with no contingencies it must be changed to "Pending" within 72 hours of contract. In the event the contract falls thru, the pending listing shall be "Restored to Active" within 72 hours.

Section 1.8: The full gross listing price will be stated in the listing agreement and will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

Section 1.9: Properties with individual tax numbers should be listed separately. Lots in a subdivision should also be listed individually. Properties may be listed only once, using the property type that best suits.

Section 1.10: The MLS does not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS does not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non participants.

Section 1.11: 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 on file with the listing Broker. The Association Office may remove from the system all expired listings not marked Pending or Sold after 72 hours of the expired date. 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 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 1.12: Listings entered into the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

Section 1.13: Only listings of the designated types of property located within the jurisdiction of the Multiple Listing Service are required to be submitted to the Service. Listings of property located outside the Multiple Listing Service's jurisdiction will be allowed if submitted voluntarily by a Participant, but cannot be required by the Service.

Section 1.14: When a Participant of the Service is suspended 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 obligation, except failure to pay appropriate dues, fees or charges), all listings currently filed with 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 1.15: 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 shall, at the expelled 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 Board 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 MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients.

Section 1.16: When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

ARTICLE II SELLING PROCEDURES

Section 2.1: Appointments for showings and negotiations with the Seller for the purchase of listed property entered into the MLS shall be conducted through the listing broker except under the following circumstances:

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

Section 2.2: The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

Section 2.3: 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 counter-offers until acceptance, and

shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

Section 2.4: The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 2.5: The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.6: Status changes, including final closing of sales shall be reported to the MLS computer system by the listing office within 72 hours after they have occurred. If negotiations were carried on under Section 2.1 (a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS computer system within 72 hours after receiving notice from the cooperating broker.

Note: 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 Participant.

Section 2.7: The listing broker shall report to the MLS computer system within 72 hours that a contingency on file with the MLS office has been fulfilled or renewed or the agreement canceled.

Section 2.8: A listing shall not be advertised by any Participant other than the listing Broker, without the prior consent of the listing broker.

Section 2.9: The listing office shall report within 72 hours to the MLS computer system at the time any pending sale is canceled, and listing is to be restored to active immediately.

Section 2.10: Listings of all property types with the exception of Lots and Land shall contain a photo within 72 hours of listing input. Photos submitted to the MLS shall not have any For Sale or other signs with Company or Agent name or number visible. Further, any virtual tours submitted to the MLS shall not contain any agent contact information or web links other than stating the listing is provided courtesy of: Office Name Only. Failure to comply after two notices from the Association Office will result in sanctions imposed as set forth in Section 9.4.

ARTICLE III REFUSAL TO SELL

Section 3.1: If the seller of any listed property entered into the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, information shall be transmitted to the MLS computer system regarding status of the listing.

ARTICLE IV PROHIBITIONS

Section 4.1: Any listing entered into the MLS shall not be made available to any non-participant in MLS without the consent of the listing broker.

Section 4.2: "FOR SALE" signs: Only the "FOR SALE" signs of the listing broker may be placed on a property.

Section 4.3: "SOLD" signs: Prior to closing, only the "SOLD" sign of the listing broker may be placed on the property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 4.4: Participants shall not solicit a listing on property entered into the Service unless such solicitation is consistent with Article 16 of the REALTORS Code of Ethics, its Standard of Practice and its Case Interpretations.

ARTICLE V DIVISION OF COMMISSIONS

Section 5.1: The listing broker shall specify, on each listing entered into the Multiple Listing Service, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a

commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

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 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 as published by the MLS provided the listing broker informs the other broker in writing in advance of their producing 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:** 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 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 their producing an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount.

(Note 1: The Association 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 non participants. 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 produce 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.)

Section 5.2: Participants may, but are not required to, disclose potential short sales to other participants and subscribers. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

Section 5.3: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in the property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

Section 5.4: 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 5.5: 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.

ARTICLE VI SERVICE CHARGES

Section 6.1: The following service charges for operation of the Service are in effect to defray costs of the Service, subject to change from time to time as determined by the MLS Committee and approved by the Board of Directors.

(a) Initial Participation Fee: An applicant for participation in the Service shall pay an initiation fee of \$700.00. An initiation fee of \$350.00 shall be charged to an applicant for participation in the Service in the event the new office is in the same name as an existing Participant's office, regardless of location. In the event a Participant remains a member of the Association, but chooses not to participate in the Multiple Listing Service for a period not exceeding twelve (12) months, the Participant shall not be required to pay an initiation fee upon returning to the Multiple Listing Service.

(b) Recurring Participation Fee: The monthly participation fee of each Participant shall be an amount currently set by the Board of Directors times each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made within (5) business days upon receipt of bill from the Service.

(c) For filing a new listing or renewal of listing with the Service, a flat fee may be charged for each listing submitted as determined by the MLS Committee with the approval of the Board of Directors.

Section 6.2: Should the listing fees and other service charges not be sufficient to cover operating expenses for Multiple Listing Service, the Board of Directors of the Greater Augusta Association of REALTORS, Inc., upon recommendation of the MLS Committee, may immediately impose a subscription fee which is based upon the number of subscribers affiliated with a Participant who have access to the Service, sufficient to cover all excess operating expenses.

ARTICLE VII COMPLIANCE WITH RULES

Section 7.1: The following action may be taken for noncompliance with the rules.

(a) A late fee of \$10.00 will be assessed for accounts not paid within five (5) business days of billing. An additional \$5.00 per day will be assessed every day thereafter until paid. Service will be suspended until service charges and/or MLS book fees are paid in full.

(b) For failure to comply with any other rule, the provisions of Section 9.1 and 9.2 shall apply.

Section 7.2: 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.

ARTICLE VIII MEETINGS

Section 8.1: The Committee shall meet for the transaction of its business at a time and place determined by the Committee or at the call of the chairman.

Section 8.2: The Committee may call meetings of the Participants in the Service to be known as meetings of Multiple Listing.

Section 8.3: The Chairman, or Vice Chairman, shall preside at all meetings, or in their absence, a temporary Chairman from the membership of the Committee shall be named by the Chairman, or, upon his failure to do so, by the Committee.

ARTICLE IX ENFORCEMENT OF RULES OR DISPUTES

Section 9.1: The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

Section 9.2: 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 and determined by the Multiple Listing Service Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee

of the Association in accordance with the Bylaws and Rules and Regulations of the Greater Augusta Association of REALTORS, Inc. within twenty (20) days following receipt of the Committee's decision.

If, rather than conducting an administrative review, the Multiple Listing Committee has a procedure established to conduct hearings, the decision of the Multiple Listing Committee may be appealed to the Board of Directors of the Board of REALTORS within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Board's Grievance Committee for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of REALTORS.

Section 9.3: All other complaints of unethical conduct shall be referred by the Committee to the Executive Officer of the Association of REALTORS for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

Section 9.4: If the Committee determines a violation of Section 1.7, 2.7, 2.9 or 2.10 has occurred (failure to report status changes or submit photo or to remove prohibited information on photo or virtual tour), the following sanctions shall be imposed on the listing broker by the Committee: First offense by an individual agent: letter of reprimand; Second offense by an individual agent: \$50 fine; Third offense by an individual agent: \$200 fine; Fourth and any future offenses by an individual agent: \$500.

ARTICLE X CONFIDENTIALITY OF MLS INFORMATION

Section 10.1: 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 10.2: 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.

ARTICLE XI OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

Section 11.1: By the act of submission of any property listing data to the Association MLS the Participant represents that he has been authorized to grant and also thereby does grant

authority for the Association to include the property listing data 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.

Section 11.2: All right, title and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Greater Augusta Association of REALTORS, Inc., and in the copyrights therein, shall at all times remain vested in the Greater Augusta Association of REALTORS, Inc.

Section 11.3: Each Participant shall be entitled to lease from the Greater Augusta Association of REALTORS, Inc., 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 copy, the rental fee set by the Association.**

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

* 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 data base, card file, or any other format whatsoever.

** 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 nor use of the MLS information or MLS facility of the Association.

ARTICLE XII USE OF COPYRIGHTED MLS COMPILATIONS

Section 12.1: Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Association of REALTORS, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as 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 an Association Multiple Listing Service 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 an Association Multiple Listing Service where access to such information is prohibited by law.

Section 12.2: Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS compilation to prospective Purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation.

Section 12.3: 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 an estimate of value on a particular property for a particular client.

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

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

expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

Section 12.4: Noncompliance with any provision of this Article shall result in a fine of \$50.00 for the first offense, a fine of \$200.00 for the second offense and a fine of \$500.00 for the third offense.

ARTICLE XII USE OF MLS INFORMATION

Section 13.1: Use of information from the MLS compilation of current listing information, from the Association's "Statistical Report", or from any "sold" or "comparable" report to 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 Augusta Association of REALTORS, Inc. or its Multiple Listing Service for the period (date) through (date)".

ARTICLE XIV CHANGES OR ADDITIONS TO RULES AND REGULATIONS

Section 14.1: Changes or additions to the Rules and Regulations of the MLS may be made by a majority vote of the members of the Committee, subject to approval by the Board of Directors.

ARTICLE XV MLS WAIVER

Section 15.1: A MLS Participant may not be assessed any charges or subscription fees for printed MLS sheets/cards/books with respect to any individual who is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing or selling or appraising the types of properties which are required to be filed with the MLS.

Such exemption to be effective for a period of one year, subject to annual renewal. The exemption, if recommended by the Multiple Listing Committee and approved by the Board of Directors shall not be effective until the MLS Participant has submitted to the MLS a written declaration setting forth facts sufficient to establish the exemption. For each year that the exemption is desired, the MLS Participant must submit a new declaration. The exemption shall

automatically be revoked upon the licensee engaging in the sale or listing or appraising property filed with the Multiple Listing Service.

At the termination of each annual exemption, the MLS Participant shall also submit to the MLS declaration to the effect that, in fact, the exempt licensee did not, during the previous twelve month period, engage in the sale or listing or appraising of properties filed in the MLS. The declaration must be submitted NO LATER THAN the last day of the calendar year (December 31).

Section 15.2: The failure of the MLS Participant to submit such a declaration, or the submitting of a false declaration, shall automatically revoke the exemption and subject the MLS Participant to payment to the MLS, the sum equal to that year's subscription charge for the licensee involved.

Section 15.3: A MLS Participant whose business office is located outside the jurisdiction of Augusta County (including the City of Staunton and the City of Waynesboro) may not be assessed any charges or subscription fees for printed MLS sheets/cards/books with respect to any individual employed by or affiliated as an independent contractor with the Participant who does not actually have access to and use of the Service.

ARTICLE XVI INTERNET DATA EXCHANGE (IDX)

Section 16: IDX Defined: IDX affords MLS Participants the option of authorizing display of their active listings on other Participants' Internet web sites.

Section 16.1: Participants' consent for display of their active 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 or frame the aggregated MLS data of other Participants.

Section 16.2: Participant in IDX is available to all MLS Participants who are REALTORS who are engaged in real estate brokerage and who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which Participants are available to represent real estate sellers or buyers(or both).

Section 16.2.1: Participants must notify the MLS of their intention to establish an IDX site and make their IDX site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 16.2.2: Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction or use of the MLS database.

Section 16.2.3: Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

Section 16.2.4: Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g. condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell, exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant.

Section 16.2.5: Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

Section 16.2.6: Except as provided elsewhere in this policy or elsewhere in an MLS’s rules and regulations, an IDX site or Participant operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 16.2.7: When displaying listing content, a Participant’s or User’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 16.3: Display: Display of listing information pursuant to IDX is subject to the following rules:

(a) 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.

(b) Participants shall not modify or manipulate information relating to other Participants’ listings. (This is not a limitation on site design but refers to changes to actual listing data).

(c) All listings displayed pursuant to IDX shall clearly identify the listing firm.

(d) 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.

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

(f) Participants (and affiliated licensees, if applicable) must refresh all downloads and refresh all data at least once every 5 days.

(g) Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

(h) The data consumers can retrieve or download in response to an inquiry shall be limited to 50 listings per search.

(i) The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in the MLS.

(j) Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs.

(k) No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.

Section 16.4: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

ARTICLE XVII VIRTUAL OFFICE WEBSITE (VOW)

Section 17.1(a): A Virtual Office Website ("VOW") is a Participant's internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

(b) As used in Section 17 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees-except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

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

(d) As used in Section 17 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 17.2 (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 a 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 17.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

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

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

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to

establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

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

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

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

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

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

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

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

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

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and the 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 Participant's listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 17.4: 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 17.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 17.6 (a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

Initials of Seller

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

Section 17.7:

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

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable to 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 Participant's websites. Subject to the foregoing and to Section 17.8, 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 17.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 17.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 17.10: Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 17.11: 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 17.12: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR.

Section 17.13: 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 17.14: 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.

Section 17.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired withdrawn, or pending ("under contract") listings.
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

Section 17.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is prohibited in the MLS. The Participant may, however augment MLS Listing Information with additional information not otherwise provided 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 17.17: 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 17.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 17.19: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 17.20: A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 17.21: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 17.22: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 17.23: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Approved by NAR: August, 2009