RULES AND REGULATIONS OF METROPOLITAN MULTI-LIST, INC.

ARTICLE I - Definitions and Terms

Whenever used in these Rules and Regulations, the following terms shall have the meanings set forth below. Where the context so requires the masculine shall be construed to include the female, the neuter, a corporation, a partnership, a trust, or other entity, and the singular shall be construed to include the plural and the plural singular.

Section 1. A multiple listing service is:

- a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and customers and the public
- a means by which authorized participants make a blanket unilateral offers of compensation to other participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law)
- a means of enhancing cooperation among participants
- a means by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- a means by which participants engaging in real estate appraisal contribute to common databases

Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale or lease.

While offers of compensation made by listing brokers to cooperating brokers through Georgia MLS (GAMLS) are unconditional, a listing broker's obligation to compensate a cooperating broker who was 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 GAMLS 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 not be paid. Compensation is unconditional except in the event that the commission established in the listing contract is reduced by court action.

Section 2. The term "Board of Realtors® or Association of Realtors®" shall mean a local association of licensed, professional real estate brokers, salespersons, and licensed or certified appraisers which is associated with a State Association of Realtors® and the National Association of Realtors® and subscribes to the Constitution, Bylaws and Code of Ethics of the National Association of Realtors®.

Section 3. The term "Service" shall mean Metropolitan Multi-List, Inc. doing business as Georgia Multiple Listing Service (GAMLS), a wholly owned subsidiary of the DeKalb Association of Realtors®, Inc., with the corporate location at 1414 Montreal Road, Tucker, Georgia 30084.

Section 4. The term "Exclusive Right to Sell Listing" shall mean a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else; and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

Section 5. The term "Exclusive Agency Listing" shall mean a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

Section 6. The term "Open Listing" means a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker.

Section 7. The term "Net Listing" shall mean any listing where the commission is not specified, and the Participant will accept as compensation for services rendered the difference between the selling price and a predetermined "net" to the owner.

Section 8. The term "Participant" shall mean the Realtor® Principal of any firm, partnership, or corporation designated by said firm, partnership or corporation, who meets all membership requirements and who shall have all rights, benefits, and privileges of the Service. The Participant shall accept all obligations and responsibilities to the Service for his firm, and for compliance with the Bylaws and Rules and Regulations by all persons affiliated with Participant who utilizes the Service. Further requirements for participation by a Participant are referenced in Article III-1 (Member Participation)

Section 9. The term "Non-Member Participant" shall mean a Principal of any firm, partnership, or corporation designated by said firm, partnership or corporation, who meets all membership requirements and who shall have all rights, benefits, and privileges of the Service. The Non-Member Participant shall accept all obligations and responsibilities to the Service for his firm, and for compliance with the Bylaws and Rules and Regulations by all persons affiliated with the Non-Member Participant who utilizes the Service. Further requirements for participation by a Non-Member Participant are referenced in Article III-1 (A) (Non-Member Participation).

Section 10. The term "Realtor®" shall mean any member in good standing of a Board or Association of Realtors®.

Section 11. The term "branch office manager" is a licensed Broker who is engaged in the Real Estate profession other than as a sole proprietor, partner, or corporate officer, but who is in position of management control of one of the firm's offices on behalf of sole proprietors or corporate officers and engaged in the Real Estate profession in connection with one of the firms' offices.

Section 12. The term "Board of Directors" shall mean the elected governing body of the Service.

Section 13. The term "Contingent Listing" shall mean any listing whereby the owner will not accept a contract from a ready, willing and able purchaser until a certain event occurs,

OR

The term "Contingent Listing" shall mean any listing whereby the owner has made a previous commitment which will prevent acceptance of a contract from a ready, willing and able purchaser. (With the exception. See Article IV, Section 15).

Section 14. The term "Main Office" shall mean the location holding itself out to be the main or corporate office of a real estate firm. Said location is the registered address with the Secretary of State's office. For all single office real estate or appraisal firms, the single location will be considered the "main office".

Section 15. The term "Branch Office" shall mean a business location offering real estate services to the public except when located in a new subdivision for the sole purpose of promoting real estate in that subdivision only. Said office must maintain a valid business license to operate in the county where it is located.

Section 16. The Broker Reciprocity Database is the current aggregate compilation of all active listings included in the Service of all Broker Reciprocity Participants. IDX affords GAMLS Participants the ability to authorize limited electronic display of their listings by other Participants**.**

Section 17. The term "Virtual Office Website" (VOW) means 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 GAMLS 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.

As used in this section and in relation to VOWs, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees - except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.

Section 18. The term "Affiliated VOW Partner" (AVP) refers to an entity or person designed 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 GAMLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use GAMLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to GAMLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.

As used in this section and in relation to VOWs, the term "GAMLS listing information" refers to active listing information and sold data provided by participants to GAMLS and aggregated and distributed by GAMLS to participants.

Section 19. The Categorization of GAMLS Services, Information and Products is defined as the services, information, and products that GAMLS provides to participants and to subscribers affiliated with participants may be categorized as core, as ancillary to the core but included in the basic package of GAMLS services as determined locally and provided to all GAMLS participants and subscribers automatically or on a discretionary basis, or as option and available to participants and subscribers at their discretion.

19.1 The term ñCoreò shall mean the Core GAMLS information, services and products that are essential to the effective functioning of GAMLS, as defined and include:

a. active listing information
b. information communicating compensation to potential cooperating brokers

Core services include the mechanisms (print or electronic or both) by which this information is communicated between participants and GAMLS.

Where GAMLS participation is available to non-member brokers or their firms, either by law or by local decision, the information, services, and products available to such participants may be limited to those categorized as core.

19.2 The term ñBasicò shall mean the information, services, and products in addition to core services, GAMLS my automatically or on a discretionary basis provide that are substantially related to the purpose and function of GAMLS such as, but not limited to:

a. sold and comparable information
b. pending sales information
c. expired listings and ñoff marketò information
d. tax records
e. zoning records/information
f. title/abstract information
g. mortgage information

h. amortization schedules
i. mapping capabilities
j. statistical information
k. public accommodation information (e.g., schools, shopping, churches, transportation, entertainment, recreational facilities, etc.)
l. GAMLS computer training/orientation
m. access to affinity programs
n. establishment, maintenance, and promotion of public facing websites

19.3 The term ñOptionalò shall mean the information, services, and products GAMLS may not require a participant to use, participate in, or pay for such as the following:

a. lockbox equipment including lockboxes (manual or electronic), combination lockboxes, mechanical keys, and electronic programmers, or keycards
b. advertising or access to advertising (whether print or electronic), including classified advertising, homes-type publications, and electronic compilations, including participant, subscriber, or firm homepages or websites

Notwithstanding the foregoing, where permitted by law, GAMLS may treat Optional information, services or products as Basic provided that GAMLS does not receive an economic benefit from the arrangement as demonstrated by satisfying both of the following conditions.

a. GAMLS or its shareholder(s) is not the seller, lessor, or licensor of the information, service or product (i.e. the information, service or product is sourced from an independent third party); and
b. GAMLS does not make a profit or receive a commission or rebate based on the sale, lease, license that exceeds the operational costs of providing the information, service, or product.

While no participant can be required to use participate in, or pay for information, services, or products defined in this policy statement as optional, GAMLS may, as a matter of local determination, bill all participants (or where appropriate, subscribers) for optional information, services, or products provided that participants (or where appropriate subscribers) may decline such information, services, or products and not be charged for them. In such cases GAMLS must make all participants and subscribers aware, in advance, of their right to decline any such service, product, or information.

None of the forgoing precludes GAMLS from utilizing GAMLS reserves, dues or fees or special assessments (as otherwise provided for in GAMLS governing documents) to acquire assets (including hardware and software) necessary to make optional information, services, or products available to participants and subscribers, provided any funds used to acquire assets or initiate services will be reimbursed out of the proceeds realized from the sale or lease of such information, services, or products. GAMLS may make nominal administrative expenditures ouof reserves, dues, or fees to initiate or maintain optional services and products.

ARTICLE II - Purposes

Section 1. The purposes of the Service are as follows:

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

b. To provide a higher degree of marketability including any and all media and current technology available for real estate and for the range and quality of services offered by Participants to the general public.

c. To encourage Participants to continue to uphold the high standards of business conduct expressed in the Code of Ethics of the National Association of Realtors® (Made a part of these Rules and Regulations by reference) and the Standards of Conduct for GAMLS Non-member Participants made a part of these Rules and Regulations by inclusion in Article XIII.

d. None of these Rules and Regulations shall be interpreted in such a way to establish, limit or restrict the Participants relationship with a potential purchaser, seller and any other Participants.

ARTICLE III - Participation

ARTICLE III-1 - Member Participation

Any Realtor® of this or any other Association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in the Service upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service membership or participation unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other GAMLS Participants or 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. The Realtor® principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership, or corporation as the participant shall have all rights, benefits, and privileges of the Service, and shall accept all obligation to the Service for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of the Service by all persons affiliated with the Participant who utilize the Service.

Mere possession of a Broker's license is not sufficient to qualify for GAMLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on GAMLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in GAMLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude GAMLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly "time-limited" basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny GAMLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit GAMLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies State law.

The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on GAMLS in which participation is sought. This requirement does not permit GAMLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. GAMLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if GAMLS has a reasonable basis to believe that the participant or the potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

Section 1. Each office location or branch office of a company belonging to GAMLS must have a Broker or a representative on site who is designated to administer GAMLS Rules and Regulations and to deal with GAMLS matters promptly as they may arise. In general, it is expected that a firm will designate its managing broker in each office site; provided, however, where a firm has multiple office sites but no managing broker assigned to each site, the firm shall nonetheless designate a representative who is physically assigned to and located in each office site for this purpose.

Section 2. Licensed, registered, or certified appraisers may subscribe to a computer access to all databases of the Service information.

Section 3. Membership in the Service is not transferable to any individual who does not meet the membership requirements of the Service. Membership in the Service may be transferred without the requirement of a new initiation fee, (a) when the Participant's company merges intact with another company and the Participant assumes no less ownership interest than any of the other principals in the new firm, or (b) the membership may be sold when the Participant sells his entire interest in the real estate firm as a going business. The new Participant must submit an application and the appropriate fees. Likewise, any name change requires submission of a new application and the appropriate fee.

Section 4. Once a Participant relinquishes membership in the Service, should the Participant desire to rejoin the Service, it will be necessary for that Participant to pay a reprocessing fee of $200 if the member has been without service for twelve months or less. After one year from the date the Participant relinquishes membership, the Participant shall reapply as if applying as a new member, meeting the existing requirements at the time of application, subject to the approval of the Board of Directors.

ARTICLE III-1 (A) - Non-Member Participation

Participation in the Service is also available to nonmember principal*s* who meet the qualifications established in the GAMLS Bylaws and GAMLS Rules and Regulations. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Georgia MLS participation or membership unless they hold a current, valid real estate broker's license and compensation to and from other GAMLS Participants or 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 Georgia MLS is strictly limited to the activities authorized under a Participants licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any rights of access to information developed by or published by Georgia MLS, where access to such information is prohibited by law. The nonmember principal of any firm, partnership, or corporation or the branch office manager designated by said firm, partnership, or corporation as the Participant shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant's firm, partnership, or corporation, and for compliance with the Bylaws and Rules and Regulations of the Service by all persons affiliated with the Participant who utilize the service.

Mere possession of a Broker's license is not sufficient to qualify for GAMLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on GAMLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in GAMLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude GAMLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly "time-limited" basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny GAMLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit GAMLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies State law.

The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on GAMLS in which participation is sought. This requirement does not permit GAMLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other

participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. GAMLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if GAMLS has a reasonable basis to believe that the participant or the potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

ARTICLE III-2 - Broker Reciprocity/IDX Participation

Section 1. Participation in Broker Reciprocity/IDX is available to all GAMLS Participants who consent to display of their listings by other Participants.

ARTICLE IV - Listing Procedures

Section 1. The Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to and from other GAMLS Participants provided Participant has obtained prior approval of the form from the Service.

Note 1: The Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form may be required as approved by the Service. However, the Service, through its legal counsel:

1. may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants
2. assure that no listing form filed with the Service establishes, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller)
3. an administrative fee may be charged or established by the Executive Committee for approval of non-standard forms.

The Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the Service acting as subagents, buyer agents, or both.

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

The different types of listing agreements include:

a. exclusive right to sell
b. exclusive agency
c. open
d. net
e. exclusive leasing
f. exclusive agency leasing

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

The exclusive right to sell listing is the conventional form of listing submitted to the Service in that 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 bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause

controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

Note 2: The Service does not regulate the type of listings its Members may take. This does not mean that the Service must accept every type of listing. The Service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Service.

Types of Properties: Following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

a. residential
b. residential income
c. subdivided vacant lot
d. land and ranch
e. business opportunity
f. motel-hotel
g. mobile homes
h. mobile home parks
i. commercial income
j. industrial

Note 3: The Service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

Section 2. It shall be mandatory that Exclusive Right to Sell Listings, of the following types of properties, be filed with the Service when located within the boundaries of the official area map as published from time to time by the Service: all Exclusive Right to Sell Listings that are (a) new or previously occupied single family residential properties, including condominiums and fee simple town houses, or (b) new or previously occupied two, three, and four unit multifamily residential properties. Any such listings accepted by a Participant must be submitted to the Service within 48 hours (excepting weekends, holidays and postal holidays) by entering the listing into the computer after obtaining the necessary signatures.

Section 3. If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service.

Section 4. New construction of the types of properties outlined in Article IV, Section 2 must be submitted to the Service for publication as soon as the interior painting is substantially completed. These type properties may not be submitted to the Service for publication until the footings have been poured. Model homes, unless currently available for sale, may not be entered into the Service.

Section 5. Listings of all other types of real property located inside or outside of the boundaries of the official area map as published from time to time by the Service will be accepted, if submitted voluntarily by a Participant, but shall not be required by the Service.

Section 6. Mobile home listings which exclude the sale of land will not be accepted by the Service. Mobile home rental listings which exclude the lease of land will not be accepted by the Service.

Section 7. The listing agreement forms provided to Participants by the Service shall not be used by the Participants for listings that are not submitted to the Service as provided for by Article IV, Sections 1, 2 and 3.

Section 8. Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

Section 9. Net listings are prohibited.

Section 10. Contingent listings are prohibited, except as provided for by Article IV, Section 15.

Section 11. Instructions for entering listings into the computer are contained in the current edition of the computer training manual available from the Service. That manual is made a part of these Rules and Regulations by reference and compliance with the instructions and operating procedures contained therein is mandatory. The relisting of an expired listing must be processed as if it were a new listing.

Section 12. Any change in listed price or change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. Instructions for changes to any listing filed with the Service are contained in the current edition of the computer training manual.

Section 13. All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data entry form. When part of a listed property has been sold, proper notification should be given to the Service. Additional listings of adjoining properties sold as a unit will incur an additional fee.

Section 14. When a contract offer on any property filed with the Service has been accepted, the status of the property must be changed in the computer within 24 hours (excepting weekends, holidays and postal holidays) after obtaining all necessary signatures.

Section 15. Listings on which a seller and purchaser have signed a sales contract which includes a contingency relating to the sales of other property owned by the purchaser giving said purchaser up to 72 hours from the date of written notice from the seller to remove such a contingency and prevent said sales contract from becoming null and void, will be allowed to remain an active listing status at the option of the listing Broker. Listings under contract which include such a contingency clause and appear in the database must carry the designation of "Kick Out Clause" or "CK". Contingency contracts, with a kickout clause (up to 72 hours right of refusal) will be shown as active listings on current computer search and listing status search.

Section 16. The Service shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the Service shall not fix, control recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or Non Participants, or between Participants and Non-Participants.

Section 17. If a Participant has been suspended or expelled from the Service for violation of the GAMLS Bylaws, GAMLS Rules and Regulations or other GAMLS obligation, including but not limited to failure to pay appropriate dues, fees or charges, the Service will remove Participant's listings from the GAMLS compilation of current listing information and terminate all other GAMLS services. Prior to any removal of suspended or expelled Participant's listings from the Service, Participant shall be advised in writing of the intended removal of the listings after ten days so that the Participant may advise his clients.

Section 18. When a Participant resigns from the Service, the Service is not obligated to provide services, including the continued inclusion of the resigned Participant's listings in the GAMLS compilation of current listing information. The Service will remove Participant's listings from the GAMLS compilation of current listing information and terminate all other services. Prior to any removal of a resigned Participant's listings from the Service, the resigned Participant shall be advised in writing of the intended removal of the listings after ten days so that the resigned Participant may advise his clients.

Section 19. No Participant in the Service shall enter an Exclusive Right to Sell or Exclusive Agency Listing into the on-line system when that property is co-listed with another Participant and has already been entered into the system. Each of the co-exclusive listing brokers must be Participants in the Service. Same property listings by Participants may not appear in the on-line system.

Section 20. Listings filed with GAMLS will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date GAMLS receives notice that the listing has been extended or renewed.

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

Section 21. Listings of property may be withdrawn from the Service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require GAMLS 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 Service may remove the listing at the request of the seller.

Section 22. The full gross listing price stated in the listing contract will be included in the information published in the GAMLS compilation of current listings, unless the property is subject to auction.

Section 23. Any listing taken on a contract to be filed with the Service is subject to the rules and regulations of the Service upon signature of the seller(s).

Section 24. A listing agreement or property data entry form, when filed with the Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data entry form. Entering false, incorrect, or misleading information into the Service may result in a fine until the listing is corrected.

ARTICLE V - Compensation

Section 1. The listing Participant shall specify, on each listing filed with the Service, the compensation offered to the other Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating Participant's performance as the procuring cause of the sale (or lease). The listing Participant's obligation to compensate any cooperating Participant as the procuring cause of the sales (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 GAMLS 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.

Section 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.

Note 1: In filing a property with the Service, the Participant of the Service is making a blanket unilateral offers of compensation to the other GAMLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other GAMLS 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 as agreed to mutually by cooperating Participants.

This shall not preclude the listing broker from offering any GAMLS Participant compensation other than the compensation indicated on any listing published by the GAMLS, provided the listing broker informs the other broker, in writing, in advance of their submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

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

The compensations specified on listings filed with the Service shall appear in one of two forms. The essential and appropriate requirement by a Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of their submitting an offer to purchase. The compensation specified on listings published by the GAMLS shall be shown in one of the following forms:

a. by showing a percentage of the gross selling price
b. by showing a definite dollar amount

Note 2: The listing broker may from time to time, adjust the compensation offered to other 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 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: The Service, at its discretion, may adopt rules and procedures enabling listing Participants to communicate to potential cooperating Participants that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating Participants 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 Participants or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating Participants prior to the time they submit an offer that ultimately results in a successful transaction.

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

Note 6: The Service must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. The Service may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating

participants. Where Participants communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 48 hours of receipt of notification from the lender. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.

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

Section 3. If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in property, the listing of which is to be disseminated through the Service, that person shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all Participants.

Section 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. 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 GAMLS. The listing broker shall, in response to inquires from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

Section 6. The Service shall not include offers of cooperation that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount.

ARTICLE VI - Selling Procedures

Section 1. Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Service shall be conducted through the listing broker, except under the following circumstances:

a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative;

however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

Section 2. The listing participant must make arrangements to present all written offers as soon as practically possible after receipt of such offer, or give the cooperating broker a satisfactory reason for not doing so.

Section 3. The listing Participant shall submit to the seller all written offers to purchase until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing Participant. Unless a subsequent offer is contingent upon the termination of any 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 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 5. The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 6. Status changes, including final closing of sales and sales price, shall be reported to GAMLS by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 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 GAMLS within 24 hours after receiving notice from the cooperating broker.

Note 1: The listing agreement of a property filed with the Service by the Listing Participant should include a provision expressly granting the Listing Participant authority to advertise; to file the listing with the Service; to provide timely notice of status changes of the listing to the Service; and to provide sales information including selling price to the Service upon sale of the property. If deemed desirable by the Service 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 Participant the right to authorize dissemination of this information by the Service to its Participants.

Note 2: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the Service.

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the Service:

a. categorizes sale price information as confidential and
b. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

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

Note 3: As established in the Virtual Office Website (ñVOWò) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.

Section 7. The listing Participant shall report to the Service within twenty-four (24) hours that a contingency on file with the Service has been fulfilled or renewed, or the agreement canceled.

Section 8. A listing shall not be advertised by any Participant other than the listing Participant without the prior consent of the listing broker.

Section 9. A BRP (Broker Reciprocity Participant) may republish all of the Broker Reciprocity Database on the Internet in accordance with the following provisions and in keeping with any policies that the Service may adopt from time to time. The information contained in a republication of another BRP's listing shall be in accordance with the Broker Reciprocity Informational Document hereby made a part of these Rules and Regulations by reference, and the information shall not be manipulated or changed in any fashion. The information contained on a BRP's web site must be updated not less than weekly.

Section 10. The listing Participant shall make a status change in the computer within 24 hours (excepting weekends, holidays and postal holidays) after any pending sale (under contract) is canceled, and the listing shall be reinstated immediately.

Section 11. Any advertisement or other forms of public representations based in whole or in part on information supplied by Georgia MLS must clearly demonstrate the period of time over which such claims are based and must include the following notice:

Based on information from Georgia MLS for the period (date) through (date).

Section 12. Any information concerning any listing filed with the Service shall not be made available to any Non-Participant without the prior consent of the listing Participant.

Section 13. Only the "For Sale" sign of the listing Participant may be placed on a property.

Section 14. Prior to closing, only the "Under Contract/Contract Pending" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 15. After closing, only the "Sold" sign authorized in writing by the new homeowner(s) may be placed on the property.

Section 16. Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the Realtors® ' Code of Ethics, its Standards of Practice, and its Case Interpretations.

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

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

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

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

Section 17. Listing Participants, in response to inquiries from buyers or cooperating Participants, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing Participant shall also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating Participant.

Section 18. Listing Participants shall not misrepresent the availability of access to show or inspect listed property.

Section 19. No GAMLS Participant, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to GAMLS databases, or that consumers or others are able to search GAMLS databases available only to Participants and subscribers. This does not prohibit Participants and subscribers from representing that any information they are authorized under GAMLS rules to provide to clients or customers is available on their websites or otherwise.

Section 20. Sales of listed property, including sales prices, shall be reported promptly to GAMLS by listing brokers. If negotiations were carried on directly between a cooperating Participant and the Seller, the cooperating Broker shall report the accepted offer and price to the listing Broker, and the listing Broker shall report the information to GAMLS. Listing agreements should also include provisions expressly granting the listing Broker the right to authorize dissemination of sales price information by GAMLS to its Participants.

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

ARTICLE VII - Special Rules

Section 1. The GAMLS Message Service in the computer is reserved for Participants use. The message can be sent to one Participant or to all Participants of the Service. The message shall be limited to Real Estate business oriented matters and not for personal use. It can be used to advertise open houses or similar information.

Section 2. By the act of submitting any property listing data to the Service the Participant represents that he has been authorized to grant and also thereby does grant authority for the Service to include the property listing data in its copyrighted GAMLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Section 3. All rights, title, and interest in each copy of every Service compilation created and copyrighted by the Service and in the copyrights therein, shall at all times remain vested in the Service.

Section 4. Each Participant shall be entitled to license from the Service the GAMLS compilation to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with such compilation. The Participant shall pay for each such copy of the compilation a license fee set by the Service.

Participants shall acquire by such license only the right to use the GAMLS compilations in accordance with these rules.

The term "GAMLS compilation," as used in this section, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format.

Section 5. The data contained in the GAMLS books and databases are its copyrighted information, and shall be held in strictest confidence by GAMLS member and non-member participants and subscribers alike. No access to the database shall be given to any non-participant or non-subscriber under any circumstances without the written

permission of GAMLS. To that end, every user password is strictly confidential and may not be used by anyone other than the person who is authorized to use such password. No password, assigned to any member or non-member participant that allows access to the GAMLS database or computer, shall be shared with any other person, regardless of whether or not such other person is a member or non-member participant of GAMLS.

Section 6. Any information provided by the 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 subscribers who are licensed or certified by an appropriate state regulatory agency for law enforcement or to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Information provided by the Service that is deemed to be public knowledge can be made available to non-participant subscribers.

Section 7. 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.

Section 8. Participants shall, at all times, maintain control over and responsibility for each copy of any GAMLS compilation licensed to them by the Service, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the GAMLS. Use of information developed by or published by the 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 or published by the Service where access to such information is prohibited by law.

Section 9. Participants and those persons affiliated as licensees with such Participants shall be permitted to display the GAMLS 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 GAMLS compilation.

Section 10. Participants or their affiliated licensees shall not reproduce any GAMLS compilation or any portion thereof, except in the following limited circumstances.

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

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. GAMLS must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. GAMLS may require execution of a third-party license agreement where deemed

appropriate by GAMLS. GAMLS may require participants who will use such data feeds to pay the reasonably estimated costs incurred by GAMLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

*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 GAMLS 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 normal itinerary of properties which would be shown to the prospective purchaser.

Section 11. GAMLS may, as a matter of local discretion, require applicants for GAMLS participation and licensees (including licensed or certified appraisers) affiliated with a GAMLS Participant who have access to and use of GAMLS-generated information to completed an orientation program of no more than eight (8) classroom hours devoted to the GAMLS rules and regulations, computer training related to GAMLS information entry and retrieval, and the operation of GAMLS within thirty (30) days after access has been provided. Participants and subscribers may also be required, at the discretion of GAMLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by GAMLS to familiarize participants and subscribers with system changes or enhancements and/or changes to GAMLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated additional training remotely.

Section 12. Notwithstanding any limitation or restriction established elsewhere in these rules, GAMLS Participants are authorized to display aggregated GAMLS listing information subject to the following:

a. Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies GAMLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated GAMLS data of other Participants. Even where Participants have given a blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display.

b. Listings displayed pursuant to Broker Reciprocity/IDX shall contain only those fields of data designated by GAMLS. Display of all other fields (as determined by GAMLS) is prohibited. Confidential fields intended only for other GAMLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

c. All listings displayed pursuant to Broker Reciprocity/IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., ñthumbnailsò, text messages, ñtweetsò, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

d. Participants shall not modify or manipulate information relating to other Participant's listings. (This is not a limitation on site design but refers to changes to actual listing data.) GAMLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of GAMLS data display or display of fewer than all of the available listings or fewer authorized data fields.

e. Displays of other Participants' listings will indicate the source of the information being displayed and, in the case of downloaded information, the most recent date downloaded. Displays of minimal information (e.g.,

ñthumbnailsò, text messages, ñtweetsò, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

f. Reproduction of displayed information by unauthorized third parties is prohibited. Participants and their affiliated licensees shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by GAMLS. GAMLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or GAMLS from liability. Displays of minimal information (e.g., ñthumbnailsò, text messages, ñtweetsò, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

g. Non-principal brokers and sales licensees affiliated with Broker Reciprocity/IDX Participants may display IDX information subject to their Participant's consent and control and the requirements of state law and/or regulation.

h. Participation in IDX is available to all GAMLS Participants who consent to display of their listings by other Participants.

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

j. All listings displayed pursuant to Broker Reciprocity/IDX shall show GAMLS as the source of the information. Displays of minimal information (e.g., ñthumbnailsò, text messages, ñtweetsò, etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

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

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

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

n. 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, or 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 or 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.

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

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

q. Display of expired or withdrawn listings is prohibited.

r. Any IDX display controlled by a Participant or subscriber that

1. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

2. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listings, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the Service that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 12 (t), a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

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

t. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.

   Participants and those persons affiliated as licensees with such Participants that use Service provided forms shall at all times use only forms with the most current revision date. Any forms with a revision date older than the most current revision date as published by the Service should be destroyed.

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

Section 14.1a) The right of a participant's VOW to display GAMLS and other MLS listing information is limited to that supplied by GAMLS and other 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.

Section 14.1(b) Subject to the provisions of the VOW policy and these rules, a participant's VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX).

Section 14.1(c) Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other GAMLS participants whose listings will be displayed on the participant's VOW.

Section 14.2(a) Before permitting any consumer to search for or retrieve any GAMLS 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 e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection 14.2(d) below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

iii) The participant must require each Registrant to have a user name and 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 e-mail address is associated with only one user name and password.

Section 14.2(b) The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

Section 14.2(c) If GAMLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of GAMLS listing information or a violation of GAMLS rules, the participant shall, upon request of GAMLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by GAMLS, provide an audit trail of activity by any such Registrant.

Section 14.2(d) The participant shall require each Registrant to review an 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 GAMLS' ownership of and the validity of GAMLS' copyright in the GAMLS database

Section 14.2(e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by a mouse click.

Section 14.2(f) The terms of use agreement shall also expressly authorize GAMLS and other GAMLS participants or their duly authorized representatives to access the VOW for the purposes or verifying compliance with GAMLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 14.3 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 14.4 A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of GAMLS 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 GAMLS.

Section 14.5(a) A participant's VOW shall not display the listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to GAMLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

Section 14.5(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 substantially similar) provision.

Seller Opt-out Form

1. Check One

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

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

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

_____
Initials of Seller

Section 14.5(c) The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Section 14.6(a) Subject to Subsection b., below, 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) to display an automated estimate of the market value of the listing (or hpyerlink to such estimate) in immediate conjunction with the listing.

Section 14.6(b) Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to GAMLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 14.7, 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 14.7 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 GAMLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within forty-eight (48) hours following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 14.8 A participant shall cause GAMLS listing information available on its VOW to be refreshed at least once every twelve (12) hours.

Section 14.9 Except as provided in these rules, in the National Association of Realtors® ' VOW policy, or in any other applicable GAMLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the GAMLS listing information to any person or entity.

Section 14.10 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 14.11 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 14.12 A participant who intends to operate a VOW to display GAMLS listing information must notify GAMLS of its intentions to establish a VOW and must make the VOW readily accessible to GAMLS and to all GAMLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable GAMLS rules or policies.

Section 14.13 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 15. All Georgia MLS Participants and Subscribers consent to receiving communications including, but not limited to, facsimile transmissions, electronic mail, regular mail, and telephone calls from other Georgia MLS Participants and Subscribers and/or their affiliated licensees of any type or nature at the phone number, facsimile number, physical address, mailing address, or electronic mail address furnished to the Service provided there is a reasonable business need for such communication. Participants of the Service are required to provide Georgia MLS with a telephone number, facsimile number, physical address, mailing address, and an electronic mail address for use by the Service and its Participants and Subscribers, and agree to notify the Service within 48-hours of any change to their contact information.

Section 16. Georgia MLS Participants, Subscribers, or Non-member Affiliates participating in the Supra Keybox system shall abide by the policies and procedures governing such program. The Supra Key and Keybox policy is hereby made a part of these Rules and Regulations by reference.

Section 17. The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral, secure approach to exchanging listing information between the broker and GAMLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish GAMLS information as the trusted data source, GAMLS will implement the RESO Standards including: the RESO Data Dictionary by January 1, 2016; the RESO Web API by June 30, 2016 and will keep current by implementing new releases of RESO Standards within one (1) year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process.

Section 18. No GAMLS Participant, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search GAMLS databases available only to Participants and subscribers. This does not prohibit Participants and subscribers from representing that any information they are authorized under GAMLS rules to provide to clients or customers is available on their websites or otherwise.

Section 19. The meetings of the Participants in the Service or the Board of Directors of GAMLS for the transaction of business of the Service shall be held in accordance with the provisions of Article 8, Bylaws of GAMLS.

Section 20. GAMLS requires the submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in Georgia MLS compilations.

GAMLS requires submission of all legally-required seller disclosure information except where sellers expressly direct that such disclosure documents not be disseminated through the Service.

Section 21. GAMLS is not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to a prior listings of that property) is tracked by Georgia MLS and made available to participants and subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, or other participants' listings.

Section 22. GAMLS is not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by Georgia MLS and made available to Participants and subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may Participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other participants' listings.

Section 23. GAMLS requires the placement of a GAMLS-approved lockbox on any listed property, if any device giving access to real estate professionals and/or service providers is authorized by the seller and occupant and is placed on the property. The purpose of this requirement is to ensure cooperating Participants and subscribers have timely access to listed properties. Lockbox devices must be submitted in advance for approval and are not limited to devices leased or sold by the Service.

Section 24. GAMLS shall adopt written, reasonable, and appropriate rules and procedures for administration of lockbox systems which may include appropriate fines, not to exceed $15,000. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of GAMLS and set forth in the *Georgia MLS SupraKey and Keybox Policy* made part of these rules and regulations by reference. All Keyholders, whether association members or not, shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the lockbox system.

Section 25. When a listing is placed under contract (U), pending offer approval (POA), under contingency with a kick-out clause (CK) or under lease-purchase (LP), the system will require the user to select a projected closing date (PCD) before it will save the status change. The PCD must reflect the date as stated in the accepted sales and purchase or lease purchase agreement. As the selected date approaches Georgia MLS will automatically send reminders, in the form of faxes and emails, to update the listing. To successfully correct the PCD issue, the user must either update the status or extend the PCD. If the listing has not been updated properly two days after the PCD, it is subject to fines.

Section 26. By submitting photographs to Georgia MLS, the Participant and/or Subscriber represents and warrants that he or she either owns the right to reproduce and display such photographs or has procured such rights from the appropriate party, and has the authority to grant and hereby grants Georgia MLS and the other Participants and Subscribers the right to reproduce and display the photographs in accordance with the Georgia MLS Rules and Regulations. Use of photographic media submitted to Georgia MLS by a subsequent listing agent requires prior written authorization from the originating Participant and/or Subscriber or other appropriate party with the legal right to reproduce and display such photographs.

ARTICLE VIII - Service Charges

Section 1. Membership dues, fees, fines and service charges assessed to Participants shall be set by the Executive Committee and approved by the Board of Directors, and are subject to change from time to time in the manner prescribed. Monthly billings are due and payable in accordance with instructions incorporated in the billing.

Section 2. Failure to pay monthly dues, service charges and fines within thirty days of the statement due date, or failure to make good a check returned for any reason plus expenses incurred, within five days will result in suspension of membership until the account is paid in full.

Section 3. All residential single family, condominium and multifamily listings shall be entered into the system within 48 hours (excepting weekends, holidays and postal holidays) after the signing of the listing agreement by the broker and seller. A $25 fine may be assessed along with a $5 per day charge after notification for noncompliance with this policy.

Section 4. Brokers who wish their listings to appear in more than one property type or list adjacent properties in different combinations may do so upon the payment of a fee of $5.00 per month for each listing.

Section 5. The change in status of a listing should be made on the system, or through GAMLS for withdrawn listings, no later than 24 hours (excepting weekends, holidays and postal holidays) after the change is agreed to by the broker and seller. A $25 fine may be assessed along with a $5 per day charge after notification for noncompliance with this policy. A fee of $25 may be charged to withdraw a listing from the Service prior to its expiration date.

Section 6. Brokers with new licensees, reactivated licensees or licensees who have transferred to their company must report profile information on those licensees to GAMLS, in writing, on or before the 25th of each month. Report licensees transferring from your company, as well. A $50 fine may be assessed for each licensee not reported and an additional fine of $50 on the firm for failure to report the change.

Section 7. Any broker who would allow a listing to be entered into the system under someone else's name to avoid the certification of an agent's name who is associated with his/her firm is subject to a $25 fine, a $25 withdrawal fee and a $5 per day charge for each day the listing remains in the system after notification. Any broker who would allow licensees to be reported as associated with an office that they are not working from in order to avoid bringing a branch office into the Service shall be subject to a $1,000 fine.

Section 8. GAMLS reserves the right to track software, request listing documentation, and audit any access to its on-line system at any time.

Section 9. Each agent or broker who enters listing information into GAMLS on-line system certifies by such entry that the information entered into each required data entry field is correct and accurate. Entry of inaccurate information may result in the assessment of a fine of $25 per incident plus $5 per day until the correction is made.

ARTICLE IX - Refusal to Sell

Section 1. If the seller of any listed property filed with the Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

ARTICLE X - Enforcement Procedures

Article X-1 -- Member Enforcement Procedures

Section 1. By becoming and remaining a Participant or subscriber in GAMLS, each Participant and subscriber agrees to be subject to the rules and regulations and any other GAMLS governance provision. GAMLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other GAMLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

a. letter of warning
b. letter of reprimand
c. attendance at GAMLS orientation or other appropriate courses or seminars which the Participant or subscriber can reasonably attend taking into consideration cost, location, and duration
d. appropriate, reasonable fine not to exceed $15,000
e. suspension of GAMLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year

f. termination of GAMLS rights, privileges, and services with no right to reapply for specified period not to exceed three (3) years.

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

Section 2. The Rules and Regulations committee of the Service shall give consideration of all written complaints having to do with violations of the Rules and Regulations.

Section 3. If the Rules and Regulations committee finds that 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, its recommendation for imposition of Sanction will be presented to the Board of Directors of the Service for approval of the determination and Sanction. The Board of Directors shall have full authority to fine, assess penalties, expel or suspend Participants for failure to abide by these Rules and Regulations.

Section 4. The Recipient of said Sanction may appeal to the Professional Standards committee of the DeKalb Association of Realtors® for a hearing by the Professional Standards committee in accordance with the Bylaws of the Association of Realtors®.

Section 5. If the Professional Standards committee of the DeKalb Association of Realtors® determines that the decision of the Board of Directors of the Service shall be upheld and if the Board of Directors of the DeKalb Association of Realtors®, Inc. determines that the decision should be upheld, it shall record its reasons with the Executive Officer of the DeKalb Association of Realtors®.

Section 6. If the Board of Directors of the DeKalb Association of Realtors®, Inc. believes that the violator may resort to legal action, it may specify that the action shall become effective upon entry in a Petition of Judicial Enforcement by the Board for declaratory judgment declaring that the Association's action violates no rights of the violator.

Section 7. All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Association of Realtors® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws.

ARTICLE X-1 (A) - Non-Member Enforcement Procedures

Section 1. If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged violation of one or more of the provisions of Article XII and Article XIII of the Rules and Regulations or request for arbitration, it may be considered and determined by the GAMLS Rules and Regulations Committee of the Service, and if a violation is determined, the GAMLS Rules and Regulations Committee may direct the imposition of sanction. Alleged violations of the Rules and Regulations shall be referred to the Rules and Regulations Committee for processing.

Section 2. The Recipient of said Sanction may appeal to the Professional Standards committee of the DeKalb Association of Realtors® for a hearing by the Professional Standards committee in accordance with the Bylaws of the Association of Realtors®.

Section 3. If the Board of Directors of the DeKalb Association of Realtors®, Inc. believes that the violator may resort to legal action, it may specify that the action shall become effective upon entry in a Petition of Judicial Enforcement by the Association for declaratory judgment declaring that the Association's action violates no rights of the violator.

Section 4. All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Association of Realtors® for appropriate action in accordance with the professional standards procedures established in the Board's Bylaws.

ARTICLE XI - Publication and Information

Section 1. Amendments to the Rules and Regulations shall be by approval of the Board of Directors of the Service, in accordance with the provisions of the Constitution and Bylaws of the Service (made a part of these Rules and Regulations by reference).

ARTICLE XII - Arbitration of Disputes

Section 1. By becoming and remaining a Participant in the GAMLS, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with GAMLS Participants in different firms arising out of their relationships as GAMLS Participants, subject to the following qualification:

(a) If the disputants are members of the same Board or Association of Realtors® they remain obligated to arbitrate pursuant to the procedures of that Board or Association of Realtors®.

(b) If the disputants are members of different Boards or Associations of Realtors® they remain obligated to arbitrate pursuant to the procedures of the Board or Association of Realtors® through which the respondent is a member.

(c) If one of the disputants is a member of a Board or Association of Realtors® and the other is not a member of a Board or Association of Realtors®, they remain obligated to arbitrate pursuant to the procedures of the Board or Association of Realtors® through which the non-member respondent has made application to participate in the GAMLS, or through the Board or Association of which the respondent is a member.

(d) If both of the disputants are Participants and are not members of a Board or Association of Realtors®, they remain obligated to arbitrate pursuant to the procedures of the Board or Association of Realtors® through which the respondent has made application to participate in the GAMLS.

Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board or Association of Realtors® or before a court of law. Arbitration may be invoked by a member or non-member Participant in the Multiple Listing Service if the Board or Association finds the matter properly a subject for arbitration.
If a Participant should not abide by the findings of the arbitration panel in a timely manner, then their membership will be suspended until they comply or a lawsuit is filed.

Section 2. Should the DeKalb Association of Realtors® incur any legal or court cost arising from any dispute with a non-Board or Association GAMLS Participant, due to a request by GAMLS that the DeKalb Association hear such dispute, GAMLS will reimburse the DeKalb Association of Realtors® for any costs incurred.

ARTICLE XIII - Standards of Conduct for GAMLS Participants

Section 1. GAMLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other GAMLS Participants have with clients.

Section 2. Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Section 3. GAMLS Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

Section 4. GAMLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the GAMLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the GAMLS Participant may contact the owner to secure such information and may discuss the terms upon which the GAMLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing listing.

Section 5. GAMLS Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an GAMLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the GAMLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the GAMLS Participant might enter into a future buyer/tenant agreement or, alternatively, any enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

Section 6. GAMLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

Section 7. The fact that an agreement has been entered into with an GAMLS Participant shall not preclude or inhibit any other GAMLS Participant from entering into a similar agreement after the expiration of the prior agreement.

Section 8. The fact that a prospect has retained a GAMLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other GAMLS Participants from seeking such prospect's future business.

Section 9. GAMLS Participants are free to enter into a contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Section 10. When GAMLS Participants are contacted by the client of another GAMLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and GAMLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Section 11. In cooperative transactions, GAMLS Participants shall compensate cooperating GAMLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other GAMLS Participants without the prior express knowledge and consent of the cooperating broker.

Section 12. GAMLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another GAMLS Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule.

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

Section 13. GAMLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

Section 14. GAMLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease.

Section 15. On unlisted property, GAMLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

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

Section 16. GAMLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Section 17. GAMLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other GAMLS Participants to whom such offers to provide services may be made.

Section 18. GAMLS Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives, or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

Section 19. All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

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

Section 20. Participants, users, and subscribers, prior to or after-their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

Section 21. These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other GAMLS Participants involving commission, fees, compensation, or other forms of payment or expenses.

Section 22. GAMLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

Section 23. GAMLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a Participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

Section 24. GAMLS Participants shall present a true picture in their advertising and representations to the public, including Internet content posted, and the URLs and domain names they use, and Participants may not:

1. engage in deceptive or unauthorized framing of real estate brokerage websites;
2. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic:
4. present content developed by others without either attribution or without permission; or
5. otherwise mislead consumers.

Section 25. The services which GAMLS Participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate counseling, real estate syndication, real estate auction, and international real estate.

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