Rules And Regulations

EFFECTIVE APRIL 23TH, 2025

THESE RULES AND REGULATIONS, AS MAY BE AMENDED FROM TIME TO TIME, SHALL BE BINDING UPON ALL MEMBERS AS A CONDITION OF THEIR CONTINUED MEMBERSHIP.

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Rule 1 - Definitions

1.1 "Affiliated Technology/Marketing Partner" or "ATMP" shall mean, with regard to any Member, a person or entity engaged by that Member to assist the Member in making use of the FMLS Content under the terms permitted in these Rules, and includes contractors commonly referred to as "Affiliated VOW Partners" or "AVPs."

1.2 "Automated Means" shall have the meaning given to it in Section 12.1(a).

1.3 "Associate Member" shall mean any licensed real estate sales person who meets the following criteria for membership as an Associate Member:

(a) Holds an active residential real estate sales license issued by, and is in good standing with, any appropriate governmental licensing authority in the State of Georgia.

(b) Is associated with and actively works with (i) a Principal Member, or (ii) its Affiliates primarily in the Compulsory Listing Area (including by means of a virtual office).

1.4 "Board" or "Board of Directors" shall mean the Board of Directors of FMLS.

1.5 "Compulsory Listing Area" shall mean that geographic area, as fixed from time to time by the Board, within which Principal Members are required to list certain types of properties with FMLS.

1.6 "Contingency Contract" shall mean any contract for the purchase of a property listed with FMLS containing any contingency clause other than contingency clauses for a satisfactory inspection of the property or the financing of the purchase of the property.

1.7 "Electronic Means" shall mean an internet website or a mobile device application.

1.8 "Exclusive Right to Sell Contract" shall mean a listing contract for the sale of real property pursuant to which the listing broker is entitled to the agreed commission if the property is sold to anyone within the time period of the contract by any party, or is otherwise entitled to compensation under the contract. An Exclusive Right to Sell Contract shall have no exclusions except as permitted by Rule 4 below.

1.9 "FMLS Database" shall mean the computer system and related database maintained by FMLS for the use of its Members.

1.10 "FMLS Content" shall mean any information submitted to the FMLS Database by any Member or otherwise maintained by FMLS in the FMLS Database (regardless of whether such FMLS Content is downloaded to another computer system or database) or which exists in any compilation or is otherwise reproduced by FMLS for the use of its Members.

1.11 "FMLS Listing" shall mean a listing of property which, pursuant to Rule 3 hereof, is required to be, or which may be and is, listed with FMLS.

1.12 "FMLS Office" shall mean FMLS' principal place of business located in

5457 Roswell Road, Suite 208
Atlanta, Georgia 30342-0128

or at such other location or address as the Board may select from time to time.

1.13 "IDX Display," "IDX Content," and "IDX Terms and Conditions" shall have the meanings given them in Section 13.1.

1.14 "Member" shall mean each Principal Member of FMLS, as defined in Rule 1.16, and each Associate Member of FMLS, as defined in Rule 1.3, and each person acting on behalf of such Principal Member or Associate Member.

1.15 "Owner" shall mean any individual, partnership, firm, association, corporation or other business or legal entity, or his duly authorized representative, that holds title to real property that is the subject of any FMLS listing.

1.16 "Principal Member" shall mean any individual, partnership, firm, association, corporation or other business or legal entity that meets the following criteria for membership as a Principal Member:

(a) Holds an active real estate broker's license issued by, and is in good standing with, any appropriate governmental licensing authority in the State of Georgia.

(b) Agrees to adhere to these Rules and Regulations, as they may be amended from time to time, and to accept sole responsibility for the adherence of all such Principal Member's affiliated and active Associate Members.

(c) Agrees to pay to FMLS such non-discriminatory fees, deposits, and expenses, including but not limited to any membership set-up costs and security deposits, as may be required from time to time.

(d) In the case of a Principal Member that is not an individual, has not (i) entered into a merger or consolidation in which such Principal Member is not the surviving entity, or (ii) sold substantially all of its assets to any person or entity that does not meet these membership criteria.

(e) "Affiliate" shall mean any other Person whose real estate business is transacting residential real estate sales, located in the FMLS Compulsory Listing Area, and is controlled by or under common control with the Principal Member.

- *For the purpose of this definition, "control" and similar terms means the possession, directly or indirectly, of the power to direct the management and policies of a person whether through the ownership of voting securities, contract or otherwise.*
- *Indicators of Persons under the same control include, but are not limited to, the same or similar: Tax IDs, corporate names, corporate branding, broker of record at GREC, and managing brokers of different offices within the Person.*
- *Any dispute as to whether a Person is an Affiliate shall be resolved at the sole discretion of the Executive Director, after consultation with the Board of Directors.*

(f) "Person" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, association, organization, or other entity.

Rule 2 - Duties of FMLS Office

2.1 To act as a central processing and distribution point for the benefit of Members.

2.2 To receive FMLS Listings and other specified material from Members, process such information and distribute necessary information to Members.

2.3 To maintain, on a confidential basis, information and materials related to the business of FMLS. Information and materials related to the business of FMLS shall be made available to Principal Members on a uniform and consistent basis.

Rule 3 - Listings of Properties

3.1 All improved and unimproved real estate listed for sale under an Exclusive Right to Sell Contract with a Principal Member must be listed with FMLS and entered into the FMLS Database within forty-eight (48) hours after the listing is signed by the Owner. See Rules 3.4 and 3.5 below for exceptions.

Commented [CC1]: Removed all "Business Day" reference in accordance to new Board ruling. 04/29/2025

Commented [CC2]: Updated all time frames to new alpha numeric and numeric standard 03/03/2025

a) Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Marketing and advertising include, but is not limited to, any information about the property or its availability for sale displayed on any: signs, websites, social media, brokerage or franchise-operated websites, communications (verbal or written), multi-brokerage or franchise listing sharing networks, flyers or written material, applications available to the public, or open houses or showings.

3.2 All FMLS Listings are required to be placed in the proper class of property and in the actual geographical area in which they are located. See Rule 9.4 for exception.

3.3 Members shall make every effort to input accurate listing data into the FMLS system, including, but not limited to, a list price that represents the amount the Owner is willing and able to accept given other reasonable contract terms. Additionally, photos shall not be altered or enhanced in any way that might misrepresent the property. See Rule 20.1 (d) for photo requirements.

3.4 Subject to Rule 3.5 hereof, the following types of improved or unimproved real estate listed under an Exclusive Right to Sell Contract with a Principal Member may, but are not required to be, input into FMLS:

a) Property located outside of the Compulsory Listing Area.

b) Commercial or industrial property.

c) New residential detached dwellings under construction from date of starting until the interior has been sheet rocked. When the interior of such a residential dwelling is sheet rocked, such dwelling must be input into FMLS. Note: If "To Be Built" is selected under Property Condition the listing must be entered into the FMLS system within forty-eight (48) hours as stated above.

d) Mobile homes if, but only if, the real property on which the mobile home is situated is included in the listing.

e) Residential Detached or Residential Attached dwellings To Be Built on an existing lot or land. If used, To Be Built must be selected under Property Condition. See Rule 10.5.a.iii.

3.5 Any other provision in these Rules and Regulations notwithstanding, the following properties cannot be listed with FMLS:

a) Any property not listed under an Exclusive Right to Sell Contract with a Principal Member.

b) Any property listed with a Principal Member other than under an Exclusive Right to Sell Contract.

c) Any mobile home for sale separate from the real property on which the mobile home is situated.

d) Any time-sharing property.

e) Any property subject to a co-listing or joint listing agreement, whether between two Principal Members or a Principal Member and a non-Member, except on properties located in states other than Georgia.

3.6 See Rule 5 for Multiple Unit Developments (Condominiums).

3.7 If a property in the Compulsory Listing Area is listed with a Principal Member other than under an Exclusive Right to Sell Contract, that Principal Member must provide FMLS with a copy of any other contract related to such a property (e.g. a non-exclusive right to sell contract) within the twenty-four (24) hours of that contract's execution.

Commented [CC3]: New Rules Added 03/17/2025

Rule 4 - Permitted Exceptions to Exclusive Right to Sell Contract

4.1 FMLS will accept listings from businesses which have purchased houses from transferred employees which provide that the real estate commission and the prevailing release charge will be waived and the listing canceled if, but only if, the business sells the property to one of its own employees, provided that the property has not been shown to the buyer by a Member during the period of the listing.

4.2 FMLS will accept listings that are subject to an existing conditional or contingent sales contract.

4.3 FMLS will accept listings which exclude third party companies in the business of buying homes of transferred employees as potential purchasers for which a commission would be due.

Rule 5 - Listing of Substantially Similar Properties in Multiple Unit Developments

5.1 In the event that a Principal Member has an Exclusive Right to Sell Contract with the Owner of a single condominium development (new condominium project or a condominium conversion) of multiple properties, which must be listed with FMLS under Rule 3.1, the following provisions shall apply:

a) The Principal Member may list one of each substantially similar property in the development with FMLS in lieu of listing each property in the development with FMLS. (See (d) below).

b) Each listing, or its replacement, shall remain in the FMLS Database throughout the period of the listing agreement and any extensions thereof until all substantially similar properties are sold.

c) FMLS shall receive its normal fee on the sale of every property in the development.

d) Any property in the development that goes under contract, if not already entered per (a) above, shall be placed in the FMLS system and immediately changed to the "pending" status.

Exception: With developments that presell units prior to breaking ground, said units do not have to be entered into the FMLS system, and moved to "pending" status, until construction has begun on the complex.

e) The listing Principal Member shall be responsible for notifying the selling Principal Member that an FMLS fee shall be due at closing.

f) The determinations of what constitutes a single development and what constitutes substantially similar properties shall be made by the Board, the decision of which is final.

g) The Board may require that the Principal Member periodically submit to FMLS information to be determined by the Board with respect to properties qualifying for listing under this Rule.

Rule 6 - Compulsory Listing Area

6.1 The geographical area covered by FMLS is divided into two (2) categories:

a) The Compulsory Listing Area, in which all properties, subject to the provisions of Rules 3 and 4 hereof, must be listed with FMLS. The compulsory areas are the following counties: Barrow, Bartow, Cherokee, Chattooga, Cobb, Dawson, DeKalb, Douglas, Floyd, Forsyth, Fulton, Gordon, Gwinnett, Hall, Haralson, Jackson, Lumpkin, Newton, Paulding, Pickens, Polk, Rockdale and Walton.

b) All other areas are considered non-compulsory. Listings on properties in these areas, subject to the provisions of Rules 3 and 4 hereof, may be listed with FMLS.

Rule 7 - Multiple Listing Procedures

7.1 At such time as any Exclusive Right to Sell Contract is signed (Agreement Date) for a listing located within the Compulsory Listing Area, the listing automatically becomes part of the FMLS database. All FMLS Listings must be entered into the FMLS Database within forty-eight (48) hours after the listing is signed by the Owner. Should the property be sold before the listing information is entered into the FMLS Database, the

Commented [CC4]: Removed Reference to Weekends, Federal Holidays, and Postal Holidays 04/29/2025

listing must still be entered in FMLS, and the sale reported (and any FMLS fee must be paid).

No paperwork is required to be sent to FMLS. Exception: FMLS reserves the right to request submission of listing agreement(s) in cases of disputes, dual listings, sign rider verbiage or any other reason to check compliance with FMLS Rules. Failure to comply with a request for submission of listing agreement(s) may result in a fine being imposed.

7.2 Any additional information concerning FMLS Listings, including but not limited to changes in price, must be entered into the FMLS Database within forty-eight (48) hours of the Owner's notification to the Principal Member of such information. No paperwork is required to be sent to FMLS.

Rule 8 - Withdrawals and Extensions of FMLS Listings

8.1 Withdrawals

a) The listing Principal Member may withdraw any active listing by written notification signed by the Owner and Principal Member requesting the withdrawal. FMLS will bill the listing company the $25.00 withdrawal charge.

b) EXCEPTIONS: The $25.00 withdrawal fee will be waived: i) when listings are in the rental class and active listing "for sale class" simultaneously with the same company, upon the renting of the property. FMLS must be notified of both FMLS listing numbers assigned to the property; ii) in accordance with the provisions in Rule 9 or iii) when a listing is being withdrawn due to the foreclosure of the property.

8.2 Extensions

a) An FMLS Listing may be extended before its expiration for any length of time by the listing Member by revising the expiration date in the FMLS Database. No paperwork is required to be sent to FMLS.

b) For thirty (30) days after the listing has expired, the listing Member can change the status back to active for any length of time.

c) An FMLS Listing that has expired for more than thirty (30) days will, upon any re-listing, be treated as a new FMLS Listing.

Rule 9 - Re-issuance of Listings, Duplicate Listings, and Dual Listings.

9.1 Dual Listings:

If the same listing is entered into FMLS by different Principal Members, both Principal Members will be notified of the existence of a dual listing and one of the following will occur:

a) If the original listing Principal Member releases the listing, the second listing will be placed into the Active status, and the original listing will be withdrawn at no charge.

b) If the original listing Principal Member does not release the listing, and the new broker has provided FMLS Form #110 signed by the Owner, showing that the Owner has terminated the original listing, the second listing will be placed into the Active status and the original listing will be withdrawn at no charge.

c) If the original listing Principal Member does not release the listing, and the new broker does not provide FMLS Form #110 signed by the Owner, the second listing will remain in the Incomplete status, and the original listing will remain active.

Exceptions:

a) In situations where the original listing has been extended without the Owner's consent, the second listing will be immediately reinstated by FMLS upon receipt of form #111 signed by the Owner. The original listing will be withdrawn at no charge.

b) When a change of ownership (example: a foreclosure) takes place, the second listing will be immediately reinstated by FMLS upon receipt of form #112 signed by the new broker. The original listing will be withdrawn at no charge.

9.2 Duplicate Listings:

Duplicate Listings are two separate listings for a single property, entered by the same brokerage. Duplicate Listings are allowed by FMLS, and the following criteria applies:

a) The listings cannot be in the same property category.

i) Exception: If the listing brokerage wishes to have a new listing number for the same listing, FMLS will re-issue the listing, with a new listing number. See rule 9.4.

b) The listing is entered into the most appropriate property type first (original listing), then the duplicate listing is entered into the alternative property type.

c) Listings cannot be entered into two property types that are mutually exclusive.

d) When the property sells, FMLS staff will close the original FMLS listing and remove the duplicate listing at no charge.

e) Any paperwork submitted to FMLS during the life of both listings must include both FMLS listing numbers.

f) All duplicate listings incur an administrative fee of $35, which is invoiced to the listing office.

9.3 Re-issuance of Listings

FMLS allows a listing to be re-entered and issued a new FMLS listing number, if the listing is within the original listing agreement period. Upon activation of the newer listing, FMLS will charge a $25 administrative fee for removal of the original listing.

Rule 10 - Promotion of Properties Listed with FMLS

10.1 The right to place signs on properties listed with an FMLS Principal Member is held exclusively by the listing Principal Member through the date of closing.

a) Agents may display a yard sign and may advertise coming soon listings on social media.

b) Failure to comply with the Showing or Inspection Rules for Coming Soon listings will incur an automatic penalty; see rule 20.2.

10.2 Any offers of compensation, including changes to conditions, incentives, and/or bonuses, if mentioned in a listing entered into the FMLS Database, must appear in the designated field of Compensation Comments with no exceptions. Members must specify that offers of compensation will be paid to the "selling broker," not to the "selling agent." It is the Members' responsibility to ensure any compensation information related to changes to conditions, incentives, and/or bonuses is entered into the Compensation Comments.

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

10.3 Members are prohibited from representing to a client or customer that their brokerage services are free or available at no cost to their clients through the MLS unless they will receive no financial compensation from any source for those services.

Commented [CC5]: Previous rule Language: **10.2** Any offers of compensation, including changes to conditions, incentives and/or bonuses, if mentioned in a listing entered into the FMLS Database, is required to be entered into the Compensation Comments field. no exceptions. Members may electively put these offers in the Public Remarks if also entered into the Compensation Comments field. Members must specify that offers of compensation will be paid to the "selling broker," not to the "selling agent." It is the Members responsibility to ensure any compensation information related to changes to, conditions, incentives and/or bonuses is entered into the Compensation Comments.

Rule Update to Current Language 01/04/2024

Commented [CC6]: New Rule as of 06/18/2024. All other rules moved down in sequential order.

10.4 Except as related to showing or listing properties for a specific client, any marketing or other promotional materials (other than Electronic Means) produced or distributed by any Member which describe, or reference listed properties must correctly state the name of the listing broker of each property. For Electronic Means guidelines, see Rules 12 and 13.

10.5 Except as related to showing or listing properties for a specific client, any marketing or other promotional materials, including printed matter, e-mails and internet sites, produced or distributed by any Member which describe, or reference sold properties must not misrepresent the role of said Member in such transaction.

10.6 Promotion of listings in the FMLS Database is intended to be of the property and its attributes only, not self-promotion of Members, businesses or other entities. Self-promotion includes, but is not limited to, the insertion of any names, contact information, computer links and personal or company URL addresses.

a) In particular, self-promotion and other extraneous information are specifically prohibited in the following sections of a listing:

1. Photos

i. No text may be superimposed on photos.

ii. No text may appear in the fields provided for photos other than for descriptive text of the property's attributes.

iii. Photos of anything other than the subject property's attributes are not permitted, with the only exception being properties identified as To Be Built homes, which may contain photos and/or renderings that are representative of the To Be Built home.

2. Public Remarks
3. Directions
4. Virtual Tours

i. No text may appear in a Virtual Tour other than for descriptive text of the property's attributes.

ii. No text may be superimposed on any virtual tour.

b) Attached documentation must pertain directly to the subject property.

c) Sketches, drawings, and graphical representations, such as those of new, not yet built properties, may be used in lieu of a photo but:

1. Must be representative of the specific listed property; and

2. No promotional text may be superimposed or appear in any manner.

10.7 No photographs, videotapes or motion pictures of the interior of a listed property may be taken without the express written consent of the listing Principal Member.

Rule 11 - Use and Disclosures of FMLS Content

11.1 FMLS Members are assigned a username and password to access the FMLS Database upon submission to FMLS of a valid Computer User Form signed by the Principal Member. The username and password are made available only for the individual Member's use. The individual user is responsible for any misuse or abuse of that access. Any Member who discloses a username and password to another person or party may be suspended or terminated from FMLS' services, either temporarily or permanently. Additionally, the Principal Member associated with the disclosing Member may be subject to a fine of up to $1,500 per instance, with a maximum fine of $15,000.

11.2 From time-to-time FMLS Members may be required to accept the FMLS Terms of Use to access the FMLS website or the FMLS systems. These Terms of Use bind the FMLS Member to accept and abide by these FMLS Rules & Regulations, which may be amended from time to time by the Board of Directors.

11.3 When Disclosure of FMLS Content is Permitted

No Member may disclose any portion of FMLS Content to any non-Member except if the disclosure happens in a context where at least one of the following is true:

a) The disclosure is by a Member to a recipient who is a bona fide client or customer of the disclosing Member, and the disclosure is made for the purpose of advancing the recipient's decision-making or action with regard to a transaction with which the disclosing Member is assisting the recipient.

b) The disclosure is an IDX Display compliant with Rule 13.

c) The disclosing Member has obtained written permission directly from the Principal Member who is the listing broker for the listing record(s) involved, and the disclosure is within the scope of that grant of permission.

11.4 Disclosure to Member Affiliated Technology/Marketing Partners

A Member may disclose the FMLS Content to an Affiliated Technology/Marketing Partner (ATMP) only to the extent necessary to permit the ATMP to assist the Member

in an activity otherwise permitted to the Member under these Rules and subject to any license agreement that FMLS imposes on the Member and the ATMP.

11.5 All Other Disclosures Prohibited

Except as provided in Rule 11.3 and Rule 11.4, no Member may disclose the FMLS Content or any portion of it to any non-Member. Without limiting the generality of the previous sentence, the disclosure, redistribution, re-licensing, or resale of the FMLS Content, or any portion of it, to any person or entity under any conditions and by any means is strictly prohibited, except as expressly provided in these Rules.

11.6 Portions of FMLS Content Subject to Restricted Disclosure by Any Means

The restrictions of this Section 11.6 apply to all disclosures of FMLS Content permitted under these Rules, including disclosures by traditional means, Automated Means, and IDX.

a) No Member may disclose any of the following fields of data to any non-Member under any circumstances:

Showing Instructions of another broker member's listings

b) No Member may disclose any of the following fields of data to any non-Member except when (and only to the extent) required by applicable law or code of ethics:

Binding Agreement Date
Showing Contact Name
Showing Contact Phone
Private Remarks

11.7 Altering Data

No Member shall alter the content of any listing provided by another Member before disclosing it to a consumer by any means, including by traditional means, Automated Means, or IDX.

11.8 Correction of Errors

If a Member discloses the listing of another Member by any means, whether traditional means, Automated Means, or IDX, and the disclosing Member supplements the FMLS Content in the disclosure with data or material from other sources, the disclosing Member must be available via the communications methods and addresses on file with FMLS (in the FMLS roster) to receive comments from the listing broker regarding the accuracy of the supplemental material and correct any factual error relating to any specific property within forty-eight (48) hours of learning of it.

11.9 FMLS Content Subject to Copyright

All FMLS Content is proprietary to FMLS and is subject to protection by federal copyright laws. Any display of FMLS Content, whether by traditional means, Automated Means, or IDX, shall include on each page a copyright notice in this form: "Copyright xxxx First MLS" where "xxxx" is replaced with the current year. These Rules constitute a non-exclusive license, and not an exclusive license or assignment, to Members to reproduce and display the FMLS Content solely as expressly permitted in these Rules. Any use for any other purpose is strictly prohibited.

11.10 FMLS Accuracy Disclaimer

Any display of FMLS Content, whether by traditional means, Automated Means, or IDX, shall include on each page a disclaimer of accuracy in this form: "Listing content is believed accurate but not guaranteed."

11.11 Limiting Number of Listing Records in Response to an Inquiry

Any display of FMLS Content, whether by traditional means, Automated Means, or IDX, shall limit the number of listing records displayed in response to a single consumer inquiry to 1,000.

11.12 Co-mingled Content

Where listing content from any source other than FMLS is included on the same page as FMLS Content, the FMLS Content must be displayed distinctly from the content from other sources, the FMLS logo must appear within or immediately adjacent to each listing from the FMLS Content, and an explanation must appear with the FMLS logo indicating that all listings marked with the FMLS logo come from FMLS.

11.13 Appearance of Disclosures

All notices and disclosures required by these rules (including those required under Rules 11.9, 11.10, and 11.12) must appear directly following, and must be at least as prominent in size, color and other appearance attributes as, the text of the FMLS Content appearing on the page.

11.14 No Deceptive Displays

No Member may display FMLS Content so that a reasonable consumer would be deceived regarding the origin of the listing, the nature of the listing, or any portion of the data in the listing. No display of FMLS Content relating to the listing of another broker may include the branding or logo of the displaying broker inside the body of the FMLS Content. The "body" of the FMLS Content is a rectangle, the sides of which are defined

by the utmost extent of the FMLS Content (including all text and images, and image placeholders) in each direction.

11.15 Members and subscribers must not filter out or restrict MLS listings communicated to their customers or clients based on the existence or level of compensation offered to the buyer broker or other buyer representative assisting the buyer.

Commented [CC7]: New Rule added as of 06/18/2024

Rule 12 - Disclosures of FMLS Content by Automated Means (including VOWs)

12.1 Brokerage Relationship and Services by Automated Means Permitted

a) "Automated Means" shall mean technology under a Member's control that allows the Member to interact with any person for purposes of forming a brokerage relationship or delivering brokerage services without the intervention of a human being. This includes website and mobile device applications (both referred to hereafter as “Electronic Means”) commonly referred to as "virtual office websites" or VOWs.

b) Principal Members may deliver brokerage services via Automated Means to customer/clients with whom the Principal Members have previously established bona fide brokerage relationships, subject to the requirements of these Rules. A Principal Member providing brokerage services via Automated Means may provide other features, information, or functions, including, for example, IDX Display. Where permitted by applicable law, the FMLS Board of Directors may prohibit specific Automated Means if, in the reasonable judgment of the Board, the Automated Means create unreasonable burdens on listing Members or a potential for substantial harm to consumers. Prohibited Automated Means, if any, shall be identified in these Rules.

c) Upon request, FMLS will provide a data feed to a Principal Member, or a Principal Member's vendor, to enable them to operate VOW websites, provided that the FMLS data is used only for the real estate brokerage purposes and not for any other ancillary businesses or for any other purpose. In order to obtain the listings and display them on the Internet, Principal Members, and their Associate Members, must comply with all applicable FMLS Rules and federal or state law and regulations.

12.2 Requirements to Establish a Brokerage Relationship by Automated Means

In order for a Principal Member to form a bona fide brokerage relationship with a customer/client by Automated Means for purposes of these Rules, the Principal Member must satisfy each of the following requirements:

a) The Principal Member must satisfy all the requirements of state law to establish a brokerage relationship, including making any applicable disclosures and elections as to form of representation and entering into any required agreements.

b) The Principal Member must obtain the name and valid email address for the customer/client and must validate the email address.

c) If the Principal Member will provide access to the FMLS Content by Automated Means, the customer/client must have a unique user ID and a password to access the Automated Means. The Principal Member may supply the user ID and password or allow the customer/client to select them. The Principal Member must require the customer/client to change his/her password at least once every ninety (90) days. No customer/client email address may be associated with more than one user ID.

d) The customer/client must assent by affirmative means to a terms of use agreement, in order to access the FMLS Content, that includes at least the following terms:

i. The customer/client acknowledges entering a brokerage relationship with the Principal Member as a bona fide customer/client.

ii. The customer/client agrees to make only personal and non-commercial uses of the FMLS Content and only to advance the customer/client's interest in the purchase, sale, or lease of real estate of the type offered by the Principal Member.

iii. The customer/client acknowledges FMLS's ownership of, and the validity of FMLS's copyright in, the FMLS Content.

iv. Any other terms necessary in the Principal Member's reasonable judgment and consistent with these Rules.

The Principal Member expressly consents for FMLS (and their authorized representatives) to access the Principal Member's Automated Means for purposes of assessing the Principal Member's compliance with these Rules.

12.3 Requirements for Disclosing FMLS Content by Automated Means

Any disclosure of FMLS Content by Automated Means must be consistent with Rule 11.3 and the requirements of this Rule 12.3:

a) The disclosing Principal Member shall retain records of the name, email address, user ID, password, and user log of every recipient of automated disclosures for a period not less than one hundred and eighty (180) days after the last disclosure of FMLS Content to the recipient. The user log shall include a record of each search and record display in which the recipient engages.

b) If FMLS notifies the Principal Member that FMLS has reason to believe the Principal Member's Automated Means has caused or permitted a breach in the security of the FMLS Content, the Principal Member shall provide the records identified in Rule 12.3(a) to FMLS.

c) The Principal Member's Automated Means must prominently display or promptly provide specific identification of a mode of communication (e.g., email, telephone, live chat) by which a consumer can contact the Principal Member to ask questions or obtain more information about any property disclosed by the Principal Member's Automated Means. The disclosing Principal Member, or an Associate Member affiliated with the disclosing Principal Member, must be willing and able to respond knowledgeably to inquiries from customers/clients about properties the Principal Member's Automated Means have disclosed.

d) The Principal Member's Automated Means must make reasonable efforts to:

i. assure that the users of the Member's Automated Means are human beings and not Internet "robots" or "spiders" gathering FMLS Content in any automated fashion; and

ii. monitor and prevent misappropriation, "scraping," and other unauthorized use of FMLS Content disclosed via the Member's Automated Means.

e) A Principal Member's Automated Means shall not disclose the listing or address of any Owner who has requested in writing on a form approved by FMLS that his/her listing or address be withheld from all Internet display. In that event, the Principal Member who is the listing broker may not display the Owner's listing or address, or cause either to be displayed, through any Electronic Means.

f) A Principal Member's Automated Means shall not display third-party commentary or reviews regarding a listing or link to third-commentary or reviews adjacent to the listing of any Owner who has requested in writing on a form approved by FMLS that third-party commentary and reviews not appear next to his/her listing. This Rule does not prevent the display of comments or reviews that reflect the professional judgment of the Principal Member disclosing the Owner's listing.

g) In the event an Owner has made the election to exclude content next to his/her listing under Rule 12.3(e), the Principal Member disclosing the Owner's listing may indicate that those functions are disabled at the request of the Owner.

h) Any disclosure of a listing by Automated Means must indicate the date the data was last updated from FMLS.

i) Where any FMLS Content is included in any display (including "thumbnails," "one-liners," brief previews, gallery, map or results views, features, or pages), other than in a Principal Member's own listing, a legible FMLS logo must appear within or immediately

adjacent to each listing from the FMLS Content, and an explanation must be provided in the disclosure, that also includes a legible FMLS logo, stating "Listings marked with the FMLS logo come from FMLS. information about offers of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed."

12.4 Notification to FMLS of Principal Member's Automated Means

Any Principal Member disclosing FMLS Content by Automated Means must notify FMLS of the Principal Member's intention to do so and make the Automated Means available to FMLS and other Principal Members for purposes of verifying the disclosing Principal Member's compliance with the Rules.

12.5 Associate Members Operating Automated Means

An Associate Member may utilize FMLS Content by Electronic Means as provided in this Rule by utilizing any of the following four options:

a) By framing or a "gateway" into his/her Principal Member's Automated Means, provided the Principal Member approves;

b) Through IDX, as defined in Rule 13;

c) In an Automated Means solution, specifically designed for use on a mobile device, if the said solution is under the control of the Principal Member and may be provided as a company-wide tool to all Associate Members affiliated with the Principal Member. Co-branding of Associate Members may appear in the mobile device Automated Means solution, along with the brokerage’s branding, as long as the branding is otherwise compliant with all applicable FMLS Rules and governmental regulations. FMLS approval in writing is required in advance of the Principal Member implementing such a solution; and

d) In a customer relationship management, lead capture, lead tracking, property research, comparative market analysis, accounting, and other similar Electronic Means commonly used in commercially available real estate business software solutions intended for real estate agent use. The use must be specifically authorized by the Associate Member’s Principal Member, through an FMLS data use agreement executed by the Principal Member, with the specific purpose(s) clearly defined and the authorized Associate Member(s) identified. FMLS Content may be utilized by an Associate Member in such a manner only when the following conditions are met:

i. When the FMLS Content is provided in an Electronic Means software application by a commercial third-party vendor who is covered under an FMLS data use contract; and

ii. FMLS must approve the software application where the FMLS Content will appear prior to its actual use.

No other use or display of FMLS Content by Associate Members is permitted other than as defined in this Rule 12.5.

12.6 Principal Members Using Affiliated Technology/Marketing Partners

Any Principal Member may engage an Affiliated Technology/Marketing Partner (ATMP) to operate the Principal Member's Automated Means of disclosing FMLS Content, subject to Rule 11.4 and the following terms:

a) The ATMP's use may extend only as necessary to permit the Principal Member to carry out activities expressly permitted in these Rules.

b) A Principal Member may work with multiple ATMPs, and an ATMP may work with multiple Principal Members.

c) If FMLS determines in its reasonable judgment that an ATMP has made use of the FMLS Content beyond the scope of FMLS's license to the ATMP, FMLS may discontinue any further use by that ATMP of the FMLS Content and may prohibit use of that ATMP by any Principal Member.

d) If an ATMP's branding or identity appears on a Principal Member's Automated Means, it must be presented in such a way as to convey to the reasonable consumer that the Automated Means is that of the Principal Member and that it is the Principal Member, not the ATMP, who is providing brokerage services to the consumer.

Rule 13- IDX Internet Posting of Listings

13.1 Definitions:

a) "IDX Display" means display by a Principal Member through Electronic Means of the FMLS IDX Content (as defined below), subject to Rule 13. IDX Display constitutes the advertising of other Principal Members' listings subject to the consent granted by the other Principal Members under Rule 13.

b) "IDX Content" means the FMLS Content as provided in the raw unformatted compilation of property listing data (including photos, virtual tours, and any other content) and that FMLS makes available to Members, and to third party vendors directly on the behalf of Members, specifically for use via Electronic Means. IDX Content includes all Active, Pending, and Closed (up to 2012), except:

i. Where the listing Principal Member has declined to permit IDX Display of its listings.

ii. Where the Owner has declined to permit internet display of his/her property for sale ("Allow Internet Display" is N - for No).

iii. When the "Allow Address Display Y/N" is N - for No, the address of the property may not be displayed or used publicly via Electronic Means in any manner.

iv. When displaying sold listings on the internet, only the primary photo of the property may be shown; all other photos should be removed.

v. The display of Expired, Withdrawn, or Terminated status listings is prohibited.

13.2 FMLS permits Principal Members to use IDX Displays subject to Rule 13, provided that the display is only for real estate brokerage purposes and not for any other ancillary businesses or for any other purpose. In order to obtain the listings and display them on the Internet, Principal Members, and their Associate Members, must comply with all applicable FMLS Rules and federal or state law and regulations.

a) Principal Members must notify FMLS of their intention to display IDX content by executing a Licensed Content Agreement, approved by FMLS, prior to any public display of FMLS Content by Electronic Means. In addition, Principal Members must give FMLS direct access for purposes of monitoring and ensuring compliance with applicable rules.

b) Principal Members may select the IDX Content they choose to display through Electronic Means based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family).

c) IDX Content can be displayed on Principal Members' national affiliate company or franchisor website of the same brand, providing that it is displayed in a manner that is compliant with all applicable FMLS Rules and federal or state law and regulations.

d) Any other use or display of FMLS Content in any manner is prohibited.

13.3 Providing FMLS Content to Third Parties

FMLS provides IDX Content to a third party on the behalf of a Principal Member only under the following conditions:

a) Principal Member has retained the third party (a technology vendor company or an individual technical person) to assist the Principal Member in using the FMLS Content through Electronic Means in the Principal Member's real estate brokerage website(s) or mobile application(s);

b) The Principal Member and third party have each executed the applicable FMLS-provided Licensed Content Data Access and Confidentiality Agreements to ensure compliance with the applicable FMLS Rules.

c) No other personal or non-commercial use of the FMLS Content is permitted.

d) The Principal Member must make reasonable efforts to ensure that:

i. Users of the Principal Member's Electronic Means are human beings and not Internet "robots" or "spiders" gathering FMLS Content in any automated fashion;

ii. Misappropriation, screen scraping, harvesting and other unauthorized use of FMLS Content is monitored and prevented; and

iii. All other usual and customary security measures, and those that may be specified by FMLS from time to time, are employed, to prevent unauthorized use of FMLS Content.

13.4 Principal Members who operate an IDX Display must update the IDX Content at least once every twelve (12) hours.

13.5 FMLS reserves the right to limit the number of property listings that are retrieved in response to a customer's inquiry on Principal Members' IDX websites. In no instance shall the limit be fewer than one hundred (100) listings.

13.6 Listing Principal Member's Consent to IDX Display Presumed

Each Principal Member is presumed to consent to IDX Display of that Principal Member's listings by other Principal Members in a manner consistent with Rule 13, unless the Principal Member opts out of IDX Display by the means provided by FMLS. Principal Members who choose to exclude their listings from IDX Display by other Principal Members may not use IDX Displays of the listings of other Principal Members.

13.7 Required Internet Posting Disclosures

a) Each Principal Member's Electronic Means must be identified with the Principal Member's brokerage name, contact information and branding in accordance with the guidelines promulgated by the Georgia Real Estate Commission.

b) The FMLS listing number must be clearly and prominently displayed directly with each FMLS Listing.

c) All listings displayed shall identify the listing firm (Listing Provided By or Listing Courtesy Of), and the email or phone number chosen by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than

the median used in the display of listing data. When Closed listings are displayed, the selling firm should be identified (Closed By) 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. Information about offers of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed.

d) Required disclosures when FMLS IDX Content is commingled with another MLS's listings:

i. Each listing shown on a results page, preview, one liner, gallery, or in any other preliminary view that is not the website owner's own listing, must include the FMLS IDX logo trademark:



The FMLS IDX logo must be clearly legible and of a similar size to any other logo that appears on any other page or feature for the same purpose.

ii. Any page that displays FMLS Listings shall include the following specific logo, text and copyright verbiage:



Listings identified with the FMLS IDX logo come from FMLS and are held by brokerage firms other than the owner of this website. The listing brokerage is identified in any listing details. Information is deemed reliable but is not guaranteed. If you believe any FMLS Listing contains material that infringes your copyrighted work, please click here to review our DMCA policy and learn how to submit a takedown request. © [current year] First Multiple Listing Service, Inc.

iii. The FMLS IDX disclosure shall be displayed separately from, and in priority to, any other disclosure, whenever any FMLS Content appears on a page. FMLS acknowledges that the above required disclosures may not be possible in displays of minimal information (e.g., text messages, tweets, etc. of 200 characters or less). Such displays are exempt from the disclosure requirements established in this rule but only when linked directly to a display that includes all required disclosures.

e) Required disclosures when only FMLS IDX Content is used on a Principal Member's website:

i. The following text shall be displayed on any page displaying listing results in a one-line format, thumbnail, preview, or other preliminary view:

Information Deemed Reliable But Not Guaranteed. If you believe any FMLS Listing contains material that infringes your copyrighted work, please click here to review our DMCA policy and learn how to submit a takedown request. © FMLS

2. Any detail listing view shall display the following disclosure at the bottom of each page:

Listings on this website come from the FMLS IDX Compilation and may be held by brokerage firms other than the owner of this website. The listing brokerage is identified in any listing details. Information is deemed reliable but is not guaranteed. If you believe any FMLS Listing contains material that infringes your copyrighted work, please click here to review our DMCA policy and learn how to submit a takedown request. © [current year] FMLS.

13.8 Technical Entity Disclosure

A statement that provides the identity and contact information of the Technical Entity directly responsible for providing the Electronic Means and support, thereof, must be displayed through any Electronic Means. The term "Technical Entity" is defined as the vendor company or individual person's name that directly handles the FMLS Content appearing on a website and provides the support thereof on behalf of the Principal Member.

a) Principal Members shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of data or information that is added by or on behalf of the Principal Member that relates to a specific property. The Principal Member shall correct or remove any false data or information relating to a specific property upon receipt of a communication from FMLS or the Listing Principal Member explaining why the data or information is false.

13.9 Branding

Except when a listing is the website owner's own listing, a Principal Member may not display their brokerage company or personal name, contact information or branding directly in or adjacent to another Principal Member's IDX Content in such a manner that could misrepresent or be misleading as to the ownership of a listing.

13.10 Prohibited Display Fields

The following fields and information are confidential IDX Content, which may not be posted or displayed, no matter how the IDX Content was obtained:

- Showing Contact Name
- Showing Contact Phone Number
- Showing Instructions
- "Security System Leased" under Security Features
- "Security System Owned" under Security Features
- Private/Confidential Remarks
- Occupant Type
- Expire Date

13.11 Display of IDX Content via Social Media

Any display of IDX Content via social media must link back to the FMLS Rules-compliant page on the Principal Member's website.

13.12 Display of Non-FMLS Provided Content (Non-FMLS Content is defined as any content provided by any source other than FMLS)

a) Content and/or features from another source or sources may appear directly in FMLS IDX Content as long as the source is clearly identified.

b) This requirement does not apply to "co-mingling" of property listings from another MLS." (See Rule 13.13)

c) A Principal Member's IDX Display may not in any manner publicly identify, display or link to any commentary or reviews regarding a listing in or adjacent to any FMLS IDX Content. This Rule does not prevent the display of numeric valuations via an automated valuation model.

13.13 Co-mingling of Property Listings from Another MLS

Listings from another MLS may be co-mingled and displayed with FMLS Listings in one liner, preview, thumbnail, gallery, map search results, and in similar preview displays; provided, however, that when listings from another MLS are included on the same page as FMLS Listings, the actual data from another MLS may not be directly combined or intermixed with FMLS Content, and a disclosure of origin that appropriately identifies that the co-mingled data comes from another MLS must be provided.

13.14 Nothing contained in this Rule 13 prohibits any advertising, marketing, or promotional materials that any Principal Member may wish to use or distribute; provided, however, that no Principal Member is authorized to reproduce or otherwise use any IDX Content, FMLS logo, trademark, or service mark, whether registered or unregistered, in any such advertising, marketing or promotional materials, except as expressly permitted in these Rules.

13.15 Associate Members may display IDX Content only if the Associate Member's Principal Member is contributing its listings (if any) to the IDX Content.

a) The Associate Member's Electronic Means and the pages that display any IDX Content or search criteria that will result in the display of IDX Content must at all times identify the Associate Member's Principal Member according to the guidelines promulgated by the Georgia Real Estate Commission.

Any exceptions to or deviations from the FMLS Rules shall be at the sole discretion of FMLS.

Any other redistribution, repurposing, re-licensing, or reselling of FMLS Content in any form to anyone else by any Member or the Member's Technical Entity is strictly prohibited.

Rule 14 - Sales of FMLS Listing

14.1 The execution of any contract (including Contingency Contracts) for the sale of any property listed with FMLS shall be reported to FMLS by entry into the FMLS Database by the listing Principal Member within seventy-two (72) hours after the buyer and Owner execute the sales contract. In addition, the selling Principal Member shall report the execution of any such contract by filing the appropriate form with FMLS within seventy-two (72) hours after the execution of such contract.

14.2 A copy of the completed sales agreement shall be delivered to any cooperating Principal Member within twenty-four (24) hours after the signatures of both buyer and Owner are obtained.

14.3 FMLS shall in no way be involved in determining compensation charged by real estate brokerage firms or the commission split between cooperating real estate brokerage firms.

Rule 15 - Offers After Expiration or Withdrawal of FMLS Listing

15.1 In the event that a Member has shown a client a property under an FMLS Listing with another Principal Member and secures an offer from the same client after the FMLS Listing has expired or been withdrawn, the following procedures shall govern:

a) If the property has not been re-listed by any real estate firm on an exclusive basis within ninety (90) days after expiration or withdrawal of the FMLS Listing but is on an "open listing" status, then the offer must be presented through the firm that had the FMLS Listing at the time the property was originally shown.

15.2 When a property is listed by a Principal Member and a contract presented within ninety (90) days after expiration is accepted, providing the buyer was introduced to the property prior to its expiration, a fee shall be due FMLS from the selling and listing Principal Member, according to the FMLS fee schedule, when the property closes.

15.3 When a property is listed by a Principal Member and a contract presented within ninety (90) days after withdrawal of the listing is accepted, providing the buyer was introduced to the property prior to its withdrawal, a fee shall be due FMLS from the selling and listing Principal Member, according to the FMLS fee schedule, when the property closes.

Rule 16 - Fees Due FMLS

16.1 Upon the sale of each FMLS Listing, Principal Members shall submit to FMLS via fax (404-255-8602) OR email (listingdocs@fmls.com) within seventy-two (72) hours of closing: (a) the entire settlement statement and/or Closing Disclosure form; and (b) the completed FMLS Notice of Closing form (#118). Note: Either fax or email, not both.

16.2 All fees due FMLS, incurred by a Principal Member during a given month shall be due and payable by the 15th of the following month.

16.3 The fees due FMLS shall be determined in accordance with the FMLS charges schedule established by the Board. Fees due related to a transaction for the sale of the property listed with FMLS are charged to the Principal Member, not to buyers, Owners, or closing attorneys. FMLS does not accept payment directly or indirectly from buyers, Owners, or closing attorneys. Any such payments received by FMLS will be returned to the Principal Member for return to the individual payer, and the fee will be due from the Principal Member.

16.4 When an agent is affiliated with both a Principal Member company and a non-Member company and sells a property listed in FMLS, the Principal Member company will be charged a fee upon closing of the sale.

Rule 17 - Rental Properties

17.1 Any other provision in these Rules and Regulations notwithstanding, Principal Members may input in the FMLS system under the Rental classification all properties listed for rent.

17.2 The charge for this transaction is invoiced to each Principal Member office at the end of the month in which it was entered into the FMLS Database. No paperwork is required to be sent to FMLS after entering these listings. If they are leased during the listing period, the status must be modified to "Leased." Consult the FMLS charges sheet for the current input fee on Rental Properties.

Rule 18- Professional Conduct and Responsibility of Members

18.1 All Members of FMLS shall observe all Rules and Regulations now in effect or that may be adopted from time to time. To the extent any provision of these Rules and Regulations is inconsistent, or in conflict, with the Substantive Regulations promulgated from time to time by the Georgia Real Estate Commission ("GREC"), the Substantive Regulations of the GREC shall control. It shall be the duty of every Principal Member to instruct thoroughly its own sales staff and office personnel with regard to Rules and Regulations. The Principal Member shall be responsible for violating these Rules and Regulations by any person acting on its behalf, including Associate Members.

18.2 The Board shall receive and consider complaints on matters pertaining to Rules and Regulations in accordance with the procedures set forth herein.

18.3 It shall be the duty of every Member to report to the Board:

a) any breach of these Rules and Regulations; or

b) for Principal Members if they have:

(i) filed any petition in bankruptcy or commenced any proceeding under any reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, or had any such proceeding commenced against such Principal Member that remains undismissed for a period of sixty (60) days or more,

(ii) been adjudicated insolvent or bankrupt, or

(iii) petitioned or applied to any tribunal for any receiver or trustee.

18.4 Principal Members may join FMLS as proprietorships, partnerships, corporations, or in any other form of business organization lawful under the laws of the State of Georgia as long as they have not:

a) filed any petition in bankruptcy or commenced any proceeding under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or

statute of any jurisdiction, or had any such proceeding commenced against such Principal Member that remains undismissed for a period of sixty (60) days or more,

b) been adjudicated insolvent or bankrupt, or

c) petitioned or applied to any tribunal for any receiver or trustee. Any such business entity and all persons acting on its behalf are subject to these Rules and Regulations. Any violations of these Rules and Regulations by such Principal Member, or any person acting on its behalf, shall be deemed a violation on the part of the Principal Member, and such Principal Member shall be held responsible for such violation.

18.5 FMLS may, at the discretion of its Board, from time-to-time, require FMLS Members to submit information to FMLS that is reasonably necessary for the conduct of FMLS' business. Failure to submit such information on a timely basis may subject Members to sanctions permitted under Rules 19 and 20, at the Board's discretion.

Rule 19 - Violations of Bylaws and Rules and Regulations

19.1 The Board may, by majority vote, take action against any Member for violation of any Rule or Regulation of FMLS or for failure by any Member to continue to qualify for FMLS membership. The action may include but is not limited to, fines, suspension of FMLS' services, expulsion from the membership of FMLS, or restricting the continuation of FMLS' services upon certain conditions.

19.2 If the Board finds that a Member's violation of the Rules and Regulations or failure to qualify for membership poses an immediate and serious threat to FMLS, the Board may take action immediately upon oral notification to the offending Member. In such cases, the Member subject to such immediate action will receive immediate written notice of the reasons for the action, which notice will offer the opportunity to present reasons for withdrawal of the sanctions pursuant to Rule 19.4 hereof.

19.3 In all cases where the Board does not proceed under Rule 19.2, the Board shall, before taking final action, send to such Member a written notice describing the alleged violation and offering such Member an opportunity to present its position. The notice shall offer a reasonable opportunity for response and must be delivered at least five (5) days before the meeting of the Board at which action with respect to the offending Member may be taken.

19.4 Upon receipt of the notice described in Rules 19.2 or 19.3, such Member may present reasons why sanctions are unwarranted or improper. Such Member must deliver those reasons in writing to the FMLS Office not more than three (3) days after receipt of the notice described in Rules 19.2 or 19.3. Such a Member's statement may include a

request for an opportunity to appear before the Board. Upon receipt of the Member's statement, FMLS will inform the Member of the time and place of any meeting of the Board to consider the proposed action. In any case where the offending Member's services have been limited, suspended, or withdrawn as a result of immediate action under Rule 19.2, the Board will meet to consider the offending Member's position as soon as practicable, but not more than five (5) business days after the receipt of the written statement from the offending Member requesting such a meeting. Failure of a Member who has received notice under either Rules 19.2 or 19.3 to present a timely statement of the Member's position may be deemed a waiver of any disagreement with any imposition of sanctions. Failure to request an appearance before the Board in a timely fashion waives such an appearance. The Board may, at its discretion, impose reasonable time limits and other procedural requirements for the conduct of such meetings.

19.5 The decision by the Board on disciplinary matters under these Rules is final.

19.6 The authority of the Board to impose sanctions under this Rule may be delegated by the Board to the President of FMLS.

Rule 20 - Specific Penalties for Infractions of Certain FMLS Rules and Regulations

20.1 The following specific penalties, in addition to or in lieu of those set forth in Rule 19, may be imposed by the Board for infractions of certain Rules and Regulations:

a) A penalty not to exceed $50.00 per day (up to a maximum of $15,000.00) may be imposed on the listing Principal Member for failure to input a listing into the FMLS Database as required by these Rules and Regulations.

b) A penalty may be imposed on the Principal Member anytime FMLS staff identifies and contacts a Member regarding a potential compliance issue. If the Member does not address the compliance issue within six (6) days of initial contact, a fine of $50 may be imposed.

i. If the Member does not address the compliance issue within twenty-four (24) hours of the initial fine, an additional fine may be imposed every day the issue remains outstanding.

ii. Each additional fine assessed for an unresolved compliance issue will escalate at a rate of $50 per day, up to a maximum of $500 per day.

c) A penalty in the amount of the FMLS Fee may be imposed on the Principal Member who passes on a separate charge to a buyer or Owner constituting the FMLS Fee due related to a transaction for the sale of the property listed with FMLS.

d) At least one photo must be entered into the FMLS Database within seventy-two (72) hours after the listing status first becomes Active for all property types except Land/Lot and Commercial. Failure to submit at least one photo during this time frame will result in a fine of $50.00.

i. The primary photo may not be removed unless it is being replaced

e) Staged Photos: A “staged photo” means an image that has been altered with editing software to create a conceptual rendering of what a room and/or the property might look like if it were physically staged or lived in. Digitally altering images that change the accuracy of the actual listing’s depiction or representation is not allowed. The use of “staged photos” is permitted so long as the images are not deceptive to potential buyers.

i. All staged images must be designated as such in the public remarks.

ii. Staged photos may include personal property items not conveyed with the real property. Examples include but are not limited to: - Applying digital photos edits of furniture, mirrors, artwork, rugs, plants, etc., into a photo of an empty room - Removing an existing non-fixed home element or furnishing from an image and replacing it with a digital representation of one similar. Examples: furniture, mirrors, artwork, rugs, plants, etc. - staged photos may include landscaping improvements that could realistically be made to improve the property’s exterior appearance.

iii. Staged images cannot remove elements outside the property owner’s control, such as buildings on adjacent properties, power lines, utility poles, water towers, retaining walls, and highways.

f) If a Principal Member fails to pay any fine imposed pursuant to this Rule within thirty (30) days of the date due, the Board may suspend FMLS services to such Principal Member until all fines are paid in full or other arrangements satisfactory to the Board are made.

g) Any Principal Member who engages in any violation of FMLS’s Rules and Regulations may be subject to a penalty not to exceed $15,000.

20.2 Listing Brokers and their affiliates shall not misrepresent the availability of access to show or inspect a listed property. When a listing status is reported as Coming Soon or Hold, the Listing Broker and Affiliates representing that Property shall have no showings, including those affiliated with the Listing Broker or otherwise, until the Property is placed in the Active status.

If a member is found to have shown a property while in the Coming Soon or Hold status, the issuance of penalties will be as follows:

First Offense: A $500 fine will be assessed to the Principal Member, and the Keyholder will receive a thirty (30) day suspension of their eKey privileges and cannot update their key during that time.

Second Offense: A $1,000 fine will be assessed to the Principal Member, and the Keyholder will receive a sixty (60) day suspension of their eKey privileges and cannot update their key during that time.

Third Offense: A $15,000 fine will be assessed to the Principal Member, and the Keyholder will receive a ninety (90) day suspension of their eKey privileges and cannot update their key during that time.

Fourth Offense: FMLS will have Supra permanently terminate the Keyholder's lease.

20.3 Failure to comply with the FMLS Supra eKey Application or FMLS Assistant eKey Application may impose penalties up to a maximum of $15,000 fine to the Principal Member in addition to termination of the Keyholders eKey Supra Keyholder Lease Agreement.

If a violation of these Rules and Regulations is determined, the following penalties will apply:

First Offense: A $500 fine will be assessed to the Principal Member, and the Keyholder will receive a thirty (30) day suspension of their eKey privileges and will not be able to update their key during that time.

Second Offense: A $1,000 fine will be assessed to the Principal Member, and the Keyholder will receive a sixty (60) day suspension of their eKey privileges and will not be able to update their key during that time.

Third Offense: A $15,000 fine will be assessed to the Principal Member, and the Keyholder will receive a ninety (90) day suspension of their eKey privileges and will not be able to update their key during that time.

Fourth Offense: FMLS will have Supra permanently terminate the Keyholder's lease.

20.4 If a property within the Compulsory Listing Area is listed with a Principal Member under a contract other than an Exclusive Right to Sell Contract, and the Principal Member fails to provide it to FMLS a fine of $50 per day up to a maximum of $15,000 may be imposed.

Commented [CC8]: New Rule Added 03/18/2025

Rule 21 - Availability of FMLS Services to Non-FMLS Members

The MLS President and CEO may, at his or her discretion, from time to time make FMLS' services, including but not limited to computer services and lockbox keys, available to third parties that provide auxiliary services to Members. In such event, the FMLS President and CEO shall charge the third parties for FMLS' services an amount sufficient to provide a reasonable return to FMLS above its cost of providing such services.

Rule 22 - FMLS Forms

FMLS provides a variety of forms to its Members for their use in connection with FMLS activities. The purpose of these forms is to facilitate the orderly input of information from Members to FMLS. In order to ensure the orderly and efficient operation of FMLS, the Board may insist that Members utilize only FMLS forms.

Rule 23 - FMLS Services

Principal Members may not use FMLS services in connection with any business entity that is not itself an FMLS Member.

Rule 24 - Calculation of Time

In calculating any time limitations set forth in these Rules and Regulations, including violations and penalties, Saturdays, Sundays, and legal holidays are included, unless otherwise stated.

Rule 25 - Interpretation and Amendment of Rules and Regulations

The interpretation of the Rules and Regulations by the FMLS President and CEO in consultation with the Board is final. The Rules and Regulations may be amended at any

time and from time to time by the FMLS President and CEO in consultation with the Board.

Commented [CC9]: Language changed from:

"The interpretation of the Rules and Regulations by the Board is final. The Rules and Regulations may be amended at any time and from time to time by the Board of Directors. "

To:

"The interpretation of the Rules and Regulations by the FMLS President and CEO in consultation with the Board is final. The Rules and Regulations may be amended at any time and from time to time by the FMLS President and CEO in consultation with the Board. "

03/03/2025

Rule 26 - FMLS Service Marks

FMLS hereby grants to each Member as a privilege of membership, a nonexclusive, nontransferable, and revocable license to use any present or future FMLS service marks (the "Marks") in connection with such Member's activities as a Member of FMLS. Any use of the Marks by a Member shall be in accordance with the Rules and Regulations as in effect from time to time, and any such use shall constitute acceptance of these conditions. Each Member further acknowledges FMLS' ownership of the Marks and agrees that it will do nothing inconsistent with such ownership and that all uses of the Marks by such Member shall inure to the benefit of and be on behalf of FMLS. FMLS may terminate this revocable license for a violation of this Rule, and it shall terminate automatically when any Member ceases to be a Member for whatever reason.

a) FMLS Newsfeed



b) FMLS Showcase



Rule 27 – Termination or Resignation of Membership

27.1 Any Principal Member may voluntarily resign or cancel membership with FMLS at any time upon written notice to the FMLS Controller, which voluntary resignation or cancellation of membership shall become effective when FMLS receives such notice.

27.2 Any Principal Member that is terminated from membership or that voluntarily resigns or cancels membership with FMLS shall remain responsible to FMLS for the payment of all fees, expenses, and fines incurred prior to the effective date of the Principal Member's termination or resignation of membership.

27.3 Beginning with the effective date of a Principal Member's termination or resignation of its FMLS membership, neither the resigning Principal Member nor any of its Associate Members shall be entitled to any of the benefits, rights, or privileges of membership with FMLS.

Commented [CC10]: Language changed from:

"27.1 Any Principal Member may voluntarily resign or cancel membership with FMLS at any time upon written notice to the FMLS Controller, which voluntary resignation or cancellation of membership shall become effective the day after FMLS receives such notice.
"

To:

"27.1 Any Principal Member may voluntarily resign or cancel membership with FMLS at any time upon written notice to the FMLS Controller, which voluntary resignation or cancellation of membership shall become effective when FMLS receives such notice. "
03/03/2025