VALLEYMLS.COM
Participant Agreement

This AGREEMENT is made and entered into by VALLEYMLS.COM ("VALLEYMLS.COM"), with offices at 535 Monroe Street, Huntsville, AL 35801; and

_____

("Firm Participant" (Broker Name),

_____

(Company Name)

DEFINITIONS AND USAGE.

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below.

Individual Participants: With regard to each office of Firm Participant, the individual responsible for Firm Participant's conduct under VALLEYMLS.COM Policies that is a "participant" as that term is defined in the VALLEYMLS.COM Policies.

VALLEYMLS.COM Affiliates: VALLEYMLS.COM Affiliates means VALLEYMLS.COM and its officers, directors, employees, agents, representatives, licensors and shareholders.

VALLEYMLS.COM Database: All data available to Firm Participant on the VALLEYMLS.COM System, including the Participant Contribution and all other text, binary, and photographic image data, in any form now known or hereafter discovered.

VALLEYMLS.COM Policies: VALLEYMLS.COM's then current bylaws, rules and regulations, and policies and procedures adopted by VALLEYMLS.COM's board of directors or authorized delegates, as VALLEYMLS.COM amends them from time to time.

VALLEYMLS.COM Service: The services VALLEYMLS.COM provides to Firm Participant under this Agreement and similar services VALLEYMLS.COM provides to third parties under similar agreements, including any access or license to the VALLEYMLS.COM Software, the VALLEYMLS.COM Database, and the VALLEYMLS.COM System.

VALLEYMLS.COM Software: VALLEYMLS.COM's proprietary web browser interface(s) to the VALLEYMLS.COM System.

VALLEYMLS.COM System: The aggregate of all hardware and telecommunications systems that VALLEYMLS.COM maintains, or that VALLEYMLS.COM contractors maintain on its behalf, in order to make access to the VALLEYMLS.COM Database available to Firm Participant.

Other Participants and Subscribers: All Participants and Subscribers of VALLEYMLS.COM not party to this Agreement.

Participant Compilation Contribution or "PCC." All selection, coordination, and arrangement by Subscribers of the listing information submitted, contributed, or input in the VALLEYMLS.COM System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the VALLEYMLS.COM System. PCC does not include original text or photographs.

Participant Contribution: All data that the Subscribers submit, contribute, or input in the VALLEYMLS.COM System, including text, photographs, images, and other materials, in any form now known or hereafter discovered, except the PCC.

Saved Information: Information that Subscribers store in the VALLEYMLS.COM System for their own later use that is not intended by them to be available to Other Participants and Subscribers, including client prospect and contact information.

Schedule of Fees: VALLEYMLS.COM's document that establishes the fees for VALLEYMLS.COM Service.

Subscribers: Firm Participant's employees, contractors, salespeople, and assistants (whether licensed or unlicensed as real estate agents or appraisers).

2. Usage. The following usages apply to any interpretation or construction of this Agreement, unless the context clearly indicates otherwise.

(a) Wherever the term "including" is used, it means "including, but not limited to."

(b) The singular and plural numbers and masculine, feminine, and neuter genders of words are fully interchangeable.

(c) Wherever the term "law" is used, it means all statutes, regulations, and case law, both state and federal, as they are amended. Without limiting the generality of the foregoing, "law" expressly includes all state and federal fair housing statutes and regulations.

VALLEYMLS.COM'S OBLIGATIONS.

3. Subject to the terms and conditions of this Agreement and the VALLEYMLS.COM Policies, VALLEYMLS.COM shall provide one unique user ID and password to each of the Subscribers that is authorized to obtain access to the VALLEYMLS.COM service by virtue of this Agreement or another license agreement; and Individual Participants for which Firm Participant is responsible shall have all rights and obligations of a participant in VALLEYMLS.COM as set forth in the VALLEYMLS.COM Policies. The user ID and password will provide Individual Participants access to all data and functions in the VALLEYMLS.COM Service to which Individual Participants are entitled under the VALLEYMLS.COM Policies. VALLEYMLS.COM makes no warranties, however, that the VALLEYMLS.COM Service will be available at all times.

FIRM PARTICIPANT ACKNOWLEDGMENTS.

4. Modifications to service. VALLEYMLS.COM may, but is not required to, modify the VALLEYMLS.COM Service, including removing information and making additional information available, and adding and removing system functions. Certain products and services made available in conjunction with the VALLEYMLS.COM Service may be subject to agreements other than this Agreement and may require payment of additional fees.

5. Editorial control. VALLEYMLS.COM is not required to, and assumes no responsibility to, review, edit, or exercise editorial control over the VALLEYMLS.COM Database or the Participant Contribution; use of either is subject to the exclusions of warranties and limitations of liabilities set forth in this Agreement. The foregoing notwithstanding, VALLEYMLS.COM may take any steps necessary in its judgment, including deleting the Participant Contribution or portions thereof, to avoid or remedy any violation of law, breach of the VALLEYMLS.COM Policies or infringement of intellectual property right. Additionally, VALLEYMLS.COM shall have the right to alter and/or remove metadata and copyright management information contained in the Participant Contribution.

6. Conditions of service. Firm Participant must at all times have an Individual Participant designated for each office. Firm Participant shall ensure that at all times Individual Participants for which Firm Participant is responsible under this Agreement satisfy the prerequisites for participation in the VALLEYMLS.COM Service. The prerequisites are set out in the VALLEYMLS.COM Policies; at present, they include a requirement that Individual Participants either (a) hold a real estate broker's license, be actively engaged in real estate brokerage, and offer and receive offers of compensation from other brokerage firms; or (b) be licensed or certified by an appropriate regulatory agency to engage in the appraisal of real

property. Subscribers may enter and retrieve active listing information on the VALLEYMLS.COM Service only if Firm Participant offers compensation to or accepts compensation from other principal brokers.

7. Saved Information. Saved Information may not always be available to Firm Participant and may become available to unauthorized persons. VALLEYMLS.COM is not liable for unauthorized access to or loss of Saved Information. Firm Participant is responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

8. Disclosure to third parties. VALLEYMLS.COM reserves the right to distribute to third parties certain information about Firm Participant, including Firm Participant's and Individual Participants' names and business addresses, phone numbers and email addresses. By applying for VALLEYMLS.COM membership, you explicitly agree your e-mail address may be shared with other VALLEYMLS.COM members. Furthermore, you agree to indemnify and hold VALLEYMLS.COM harmless from any damages incurred from receipt of communications from other VALLEYMLS.COM participants or subscribers and to refrain from sending harassing communications to other VALLEYMLS.COM members. VALLEYMLS.COM reserves the right to distribute to third parties aggregated information about Firm Participant's, Individual Participants, and Other Participants' and Subscribers' use of the VALLEYMLS.COM Service, but not about Firm Participant's or Individual Participants' use specifically.

9. Disclosure to government. Firm Participant acknowledges that VALLEYMLS.COM may provide government agencies access to the VALLEYMLS.COM Service at any time in VALLEYMLS.COM's sole discretion.

10. Priority of agreements. Firm Participant must enter into this Agreement before any Subscriber may obtain access to the VALLEYMLS.COM Service.

11. If Firm Participant is an appraisal firm, Firm Participant acknowledges that certain information in the VALLEYMLS.COM Database, including information about listings currently for sale, may be withheld from Firm Participant and Individual Participants pursuant to the VALLEYMLS.COM Policies.

12. IDX and VOW data access subject to separate agreement. Firm Participant acknowledges that access to VALLEYMLS.COM's IDX or VOW database and data feeds can occur only subject to a separate written agreement between VALLEYMLS.COM, Firm Participant and Subscriber, as applicable.

13. Orientation: I agree as a condition to membership to attend the first scheduled Orientation course of the VALLEYMLS.COM Alabama MLS. If you are a primary member of a board/association other than Huntsville Area Association of REALTORS® who offers Orientation and Code of Ethics training, only the MLS portion of Orientation is mandatory.

FIRM PARTICIPANT'S OBLIGATIONS.

14. Use limited. Firm Participant shall use the VALLEYMLS.COM Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate, strictly as permitted by the VALLEYMLS.COM Policies. Except as expressly provided in this Agreement and the VALLEYMLS.COM Policies, Firm Participant shall not copy, create derivative works of, distribute, perform, or display the VALLEYMLS.COM Service or any part of it, except the Participant Contribution.

15. Confidentiality. Firm Participant shall maintain the confidentiality of its user ID and password. VALLEYMLS.COM issues each Subscriber a separate ID and password, and Participant must not facilitate sharing of passwords among Subscribers. Firm Participant shall ensure that the Subscribers maintain the confidentiality of their user IDs and passwords and that no one but authorized Subscribers obtains access to the VALLEYMLS.COM Service or any part of it. To maintain the confidentiality of all user IDs, passwords, the VALLEYMLS.COM Database, and the VALLEYMLS.COM System, Firm Participant shall take the greater of reasonable care or the care it takes to protect its own confidential information. Failure to comply with this provision will result in a significant fine, as set forth in the VALLEYMLS.COM Policies. Firm Participant may disclose information confidential under this Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, the disclosing Firm Participant first gives reasonable notice to VALLEYMLS.COM to permit VALLEYMLS.COM to seek a protective order.

16. Equipment. Firm Participant shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the VALLEYMLS.COM Software, necessary for Participant's use of the VALLEYMLS.COM Service.

17. Participant Contribution. With regard to any Subscriber making a Participant Contribution to the VALLEYMLS.COM Service, Firm Participant warrants that the information submitted complies with the VALLEYMLS.COM Policies in all respects, including with regard to (a) required data fields; (b) format of submission; (c) permitted and required listing types; and (d) procedures for submission. Firm Participant warrants that the Participant Contribution does not infringe or violate any patents, copyrights, trademarks, trade secrets or other proprietary rights of any third party; and that there is no claim, litigation or proceeding pending or threatened with respect to the Participant Contribution.

18. Subscriber agreements. Firm Participant shall ensure that each Subscriber who will have access to the VALLEYMLS.COM System or VALLEYMLS.COM Database, enters into a Subscriber agreement with VALLEYMLS.COM. Firm Participant is liable for all fees due under each Subscriber agreement.

19. Subscriber supervision. Firm Participant shall ensure that all Subscribers comply at all times with the VALLEYMLS.COM Policies and with applicable laws. Firm Participant is liable for any Subscriber's breach of any agreement between the Subscriber and VALLEYMLS.COM relating to the VALLEYMLS.COM Service or violation of any of the VALLEYMLS.COM Policies as if Firm Participant had committed it.

20. List of Subscribers. Firm Participant shall ensure VALLEYMLS.COM has a current list of all of Subscribers; Firm Participant shall inform VALLEYMLS.COM in writing of any change in the Subscribers within 24 hours of the change.

21. Accurate information. Firm Participant warrants that the Subscribers have used and will use reasonable care to ascertain the accuracy of the Participant Contribution and its compliance with all laws. Firm Participant shall ensure that any changes to the Participant Contribution are made on the VALLEYMLS.COM System within such time as VALLEYMLS.COM shall provide in the VALLEYMLS.COM Policies. Pursuant to the VALLEYMLS.COM Policies, Firm Participant shall provide to VALLEYMLS.COM all documentation VALLEYMLS.COM requests of Firm Participant to ascertain Firm Participant's compliance with this Agreement.

INTELLECTUAL PROPERTY.

22. Election regarding copyrights in Participant Contributions. Firm Participant must elect from the following options. If no election is indicated, or if both options are checked, then Participant is deemed to have selected Option 2.

☐ OPTION I

(a) Assignment from Participant. Firm Participant hereby unconditionally assigns to VALLEYMLS.COM all right, title and interest in the Participant Contribution, including, without limitation, any copyrights therein under U.S. and international copyright law; Firm Participant warrants that it has the authority to make this assignment. Firm Participant acknowledges that once it has made the election agreeing to this section, all copyrights in all portions of the Participant Contribution, whether submitted prior to or after executing this Agreement, shall irrevocably vest in VALLEYMLS.COM.

(b) VALLEYMLS.COM Obligations. VALLEYMLS.COM hereby grants to Firm Participant a non-exclusive, perpetual, world-wide, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution and those portions of the VALLEYMLS.COM Database relating to Firm Participant's listings. VALLEYMLS.COM shall make quarterly registrations of the VALLEYMLS.COM's copyrights in the VALLEYMLS.COM Database; VALLEYMLS.COM shall employ reasonable efforts to detect and hinder third parties using the Participant Contribution without Firm Participant's permission.

☐ OPTION II

(a) License from Participant. Firm Participant hereby grants to VALLEYMLS.COM a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the Participant Contribution. Firm Participant warrants that it has the authority to grant this license.

(b) VALLEYMLS.COM has no obligations to protect. Firm Participant acknowledges that: (i) VALLEYMLS.COM makes no grant of license or assignment to Firm Participant of any rights in the VALLEYMLS.COM Database except as set forth in paragraph 22; (ii) VALLEYMLS.COM will make no effort to register the copyrights in the Participant Contribution, and Firm Participant will be responsible for all costs and efforts associated with registration; (iii) timely copyright registration is a prerequisite to suing a copyright infringer, and is necessary in order to obtain certain remedies available under the U.S. Copyright Act; (iv) ***VALLEYMLS.COM will employ no efforts whatsoever to detect or hinder third parties using the Participant Contribution without Firm Participant's permission***; (v) VALLEYMLS.COM will make no effort to secure for Firm Participant the right to use copyright works created by Subscribers or third parties.

23. Other provisions. Pursuant to the VALLEYMLS.COM Policies, the PCC shall be a work made for hire by Participant and Subscribers for the benefit of VALLEYMLS.COM, which shall be deemed the PCC's author for purposes of copyright law. VALLEYMLS.COM hereby grants Firm Participant a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Agreement to use the VALLEYMLS.COM Software and the VALLEYMLS.COM Database (excluding the Participant Contribution) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Agreement and the VALLEYMLS.COM Policies and only to deliver real estate brokerage or appraisal services to Firm Participant's bona fide customers. All uses of the Licensed Materials not expressly authorized in this Agreement and the VALLEYMLS.COM Policies are prohibited. Title to the Licensed Materials remains at all times in VALLEYMLS.COM and shall not pass to Firm Participant.

24. Further Participant warranty. Firm Participant warrants that (a) the Participant Contribution does not infringe on the copyright or other intellectual property rights of any third party; and (b) Firm Participant has the written consent of any party necessary to provide the Participant Contribution to VALLEYMLS.COM.

25. Limitations on use by VALLEYMLS.COM. VALLEYMLS.COM agrees during the term of this Agreement not to license or distribute the Participant Contribution to any third party that is not a real estate brokerage or appraisal subscriber to the VALLEYMLS.COM Service if Firm Participant has indicated in writing its desire to withhold the Participant Contribution from such third party after VALLEYMLS.COM has provided notice of its intention to provide the Participant Contribution to the third party. For purposes of the previous sentence, brokers participating in any MLS in a data sharing relationship with VALLEYMLS.COM that includes an offer of interbroker compensation are subscribers to the VALLEYMLS.COM Service.

FEES AND PAYMENT TERMS.

26. Applicable fees. Firm Participant shall pay the fees set forth in VALLEYMLS.COM's official Schedule of Fees, which VALLEYMLS.COM may amend at any time subject to the terms of Paragraph 29.

27. Payment terms. Firm Participant shall pay the fees according to the terms set out in the VALLEYMLS.COM Policies.

28. No refunds. VALLEYMLS.COM need not refund or pro-rate fees in the event of termination or suspension of this Agreement unless the VALLEYMLS.COM Policies provide otherwise. Initiation fees, if any, are not refundable.

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

30. Fee increases. VALLEYMLS.COM may amend the Schedule of Fees at any time at its sole discretion. VALLEYMLS.COM shall provide written notice to Participant at least thirty days in advance of the effective date of any fee increase. If Participant objects to the increase, Participant may terminate this Agreement by written notice to VALLEYMLS.COM at any time before the effective date of the increase.

31. Fines. VALLEYMLS.COM may collect fines from Firm Participant and from Individual Participants for violation of the VALLEYMLS.COM Policies by Firm Participant, Individual Participant and Subscribers. Payment terms for fines are set out in the VALLEYMLS.COM Policies. VALLEYMLS.COM may amend its schedule of fines and terms for collecting them at its sole discretion at any time.

TERM AND TERMINATION.

32. Term. This Agreement shall commence upon the Effective Date set forth below and shall continue thereafter on a month-to-month basis until terminated.

33. Termination for breach. Either party may terminate this Agreement in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. Any such termination shall become effective upon the expiration of three days after written notice to the breaching party if the breach or nonperformance has not then been remedied.

I acknowledge that if accepted as a Member and he/she subsequently resigns or is expelled from membership in Association or MLS with an ethics complaint or arbitration request pending, the Board of Directors may condition renewal of membership upon applicant's verification that he/she will submit to the pending ethics or arbitration proceeding and will abide by the decision of the Hearing Panel; or if applicant resigns or is expelled from membership without having complied with an award in arbitration, the Board of Directors may condition renewal of membership upon his/her payment of the award, plus any costs that have been established previously as due and payable in relation thereto, provided that the award and such costs have not, in the interim, been otherwise satisfied. I also understand that a violation of the Code of Ethics may result in termination of my VALLEYMLS.COM privileges and that I may be assessed an administrative processing fee which may be in addition to any discipline, including fines, that may be imposed.

34. Termination for breach of VALLEYMLS.COM Policies. Paragraph 32 notwithstanding, VALLEYMLS.COM may terminate this Agreement if Firm Participant fails to comply with the VALLEYMLS.COM Policies; if Firm Participant violates or is alleged to have violated the VALLEYMLS.COM Policies, this Agreement shall not be terminated in accordance with the terms of this section until any hearing or appeal rights of Firm Participant have expired as provided in the VALLEYMLS.COM Policies. If in VALLEYMLS.COM's judgment, however, a violation or alleged violation of the VALLEYMLS.COM Policies is resulting in a continuing harm to VALLEYMLS.COM or Other Participants or Subscribers, VALLEYMLS.COM may suspend Firm Participant's access to the VALLEYMLS.COM Database during the pendency of any hearing or appeal.

35. Termination for failure to pay. In the event Firm Participant fails to pay any fees required under this Agreement, VALLEYMLS.COM may terminate service without being subject to arbitration. In its sole discretion, VALLEYMLS.COM may suspend its performance under this Agreement rather than terminating it, in the event that Firm Participant fails to pay any fees required under this Agreement.

36. Termination for convenience. Either party may terminate this Agreement with or without cause, upon thirty days' written notice to the other party.

37. Events upon termination. Promptly upon any termination or expiration of this Agreement, (a) VALLEYMLS.COM shall deactivate Firm Participant's and Individual Participants' user ID and password, and Firm Participant and Individual Participants shall have no further access to the VALLEYMLS.COM Service; (b) Firm Participant shall purge all copies of the VALLEYMLS.COM Software and the VALLEYMLS.COM Database (except the Participant Contribution) from Firm Participant's personal computers, and shall cause Individual Participants and Subscribers to do the same; and (c) all licenses granted hereunder, except the license to the Participant Contribution in Paragraph 21 Option I(b) and Paragraph 21 Option II(a), if any, shall immediately terminate.

38. Effect on Subscribers. In the event of any termination or suspension of this Agreement, upon VALLEYMLS.COM notice to Subscriber, VALLEYMLS.COM may in its sole discretion suspend Subscriber access to VALLEYMLS.COM System or terminate Subscriber license and access agreements. If VALLEYMLS.COM does not exercise its right to suspend Subscriber access to the VALLEYMLS.COM System or terminate Subscriber license and access agreements, the Subscriber license and access agreement shall continue in force with the intellectual property option selected by Firm Participant in the terminated agreement.

DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNIFICATION.

39. DISCLAIMER OF WARRANTIES. VALLEYMLS.COM PROVIDES THE VALLEYMLS.COM SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE VALLEYMLS.COM SERVICE AND THE INFORMATION AVAILABLE THROUGH THE VALLEYMLS.COM SERVICE ARE AT THE SOLE RISK OF FIRM PARTICIPANT. THE VALLEYMLS.COM AFFILIATES DO NOT WARRANT THAT THE VALLEYMLS.COM SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND THE VALLEYMLS.COM AFFILIATES MAKE NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE VALLEYMLS.COM SERVICE. THE VALLEYMLS.COM AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE VALLEYMLS.COM SERVICE AND THE INFORMATION AVAILABLE THROUGH THE VALLEYMLS.COM SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The VALLEYMLS.COM Service may contain hyperlinks to web sites operated by parties other than VALLEYMLS.COM; VALLEYMLS.COM does not control such web sites, is not responsible for their contents, does not endorse the sites or contents, and may have no relationship with the sites' operators.

40. LIMITATIONS AND EXCLUSIONS OF LIABILITY. NONE OF THE VALLEYMLS.COM AFFILIATES SHALL BE LIABLE TO FIRM PARTICIPANT OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE VALLEYMLS.COM SERVICE, INCLUDING RELIANCE BY ANY SUBSCRIBER ON ANY INFORMATION OBTAINED THROUGH USE OF THE VALLEYMLS.COM SERVICE; MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE VALLEYMLS.COM SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE VALLEYMLS.COM SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS.

41. MAXIMUM AGGREGATE LIABILITY. IN NO EVENT SHALL VALLEYMLS.COM BE LIABLE TO FIRM PARTICIPANT FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES PARTICIPANT HAS PAID VALLEYMLS.COM, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR (B) $100.

42. Indemnification. Firm Participant shall defend, indemnify and hold the VALLEYMLS.COM Affiliates and Other Participants and Subscribers harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) in any claim, demand, action or proceeding initiated by any third-party against the VALLEYMLS.COM Affiliates or Other Participants and Subscribers arising from any acts of Subscribers, including (a) putting inaccurate information into the VALLEYMLS.COM Service; (b) making unauthorized use of Subscriber's password; (c) making unauthorized use of the VALLEYMLS.COM Database; (d) infringing any proprietary or contract right of any third party; (e) breaching any warranty under this Agreement; and (f) violating this or any other Agreement or any law.

43. Acknowledgment. Firm Participant acknowledges that VALLEYMLS.COM has set its fees and other charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

DISPUTES AND REMEDIES.

44. Injunctive relief. Firm Participant acknowledges and agrees that the VALLEYMLS.COM Software and VALLEYMLS.COM Database are confidential and proprietary products of VALLEYMLS.COM and that in the event there is an unauthorized disclosure of them by Firm Participant, no remedy at law will be adequate. Firm Participant therefore agrees that in the event of such unauthorized disclosure of VALLEYMLS.COM Software or VALLEYMLS.COM Database, VALLEYMLS.COM may obtain injunctive

relief or other equitable remedies against Participant in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind.

45. Dispute resolution. In the event VALLEYMLS.COM claims that Firm Participant has violated the VALLEYMLS.COM Policies, VALLEYMLS.COM may, at its option, resolve such a claim according to the disciplinary procedures set out in the VALLEYMLS.COM Policies, provided MLS does not also base a claim that Firm Participant has breached this Agreement on the same facts. Except as provided in this paragraph and in Paragraph 34, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the "Arbitration Rules"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Madison County, Alabama, except that it may be held by telephone where the Arbitration Rules expressly so permit. Firm Participant agrees to submit any disputes or claims under this Agreement not subject to arbitration to the jurisdiction and venue of the state and federal courts sitting in Madison County, Alabama.

46. Liquidated damages. Firm Participant acknowledges that damages suffered by VALLEYMLS.COM from access to the VALLEYMLS.COM Service by an unauthorized third party as a result of disclosure of Firm Participant's password or an unauthorized disclosure by Firm Participant of the VALLEYMLS.COM Database to a third party would be speculative and difficult to quantify. Accordingly, as a material inducement to VALLEYMLS.COM to enter into this Agreement with Firm Participant, Firm Participant agrees that (a) in the event that any disclosure of Firm Participant's or Individual Participants' password results in access to the VALLEYMLS.COM Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Firm Participant shall be liable to VALLEYMLS.COM for liquidated damages in the amount of $5,000 (or the amount established in the VALLEYMLS.COM Policies, whichever is greater) and termination of this Agreement; and (b) in the event that Firm Participant makes unauthorized disclosure of any portion of the VALLEYMLS.COM Database to any third party, Firm Participant shall be liable for liquidated damages in the amount of $5,000 (or the amount established in the VALLEYMLS.COM Policies, whichever is greater) for each real estate listing disclosed and termination of this Agreement.

47. Legal fees. In the event of legal action or arbitration between VALLEYMLS.COM and Firm Participant, or VALLEYMLS.COM and any Subscriber, on account of or in respect to this Agreement, the prevailing party in such action or arbitration shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred in such action or arbitration. If VALLEYMLS.COM is the prevailing party in an action against a Subscriber, Firm Participant shall be obligated to pay these costs on the Subscriber's behalf.

MISCELLANEOUS.

48. No third-party beneficiaries. This Agreement is entered into solely between, and may be enforced only by VALLEYMLS.COM and Firm Participant, and this Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

49. Interpretation and amendment. Firm Participant expressly consents to the execution of amendments by electronic means (such as web site "click through" agreements). VALLEYMLS.COM may amend this agreement by providing 30 days' advance notice of the amendment to Firm Participant. If Firm Participant or any Subscriber continues to use the VALLEYMLS.COM Service or VALLEYMLS.COM Database after the expiration of the 30-day notice period, Firm Participant will be deemed to have agreed to the terms as amended. Except as provided in this paragraph, this Agreement may not be amended except by written instrument executed by both parties.

50. Assignment. Neither this Agreement nor any obligations or duties hereunder may be assigned or delegated by Firm Participant. Any purported assignment in contravention of this section is null and void.

51. Integration and severability. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall remain in full force and effect. The foregoing notwithstanding, if any provision of Paragraphs 38 through 42 is declared invalid or unenforceable by any court of competent jurisdiction, this Agreement and Firm Participant's access to the VALLEYMLS.COM Service shall immediately terminate.

52. Governing law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Alabama applicable to contracts made and performed in Alabama, without regard to its conflicts of law and choice of law provisions.

53. Notice. Any notice required or permitted to be given under this Agreement shall be in writing and delivered via (a) U.S. Mail, postage paid and return receipt requested; (b) express mailing service with confirmation of receipt; (c) facsimile transmission, provided sender obtains confirmation of transmission; or (d) electronic mail, provided sender requests a return receipt. All notices are effective on the date of receipt or three days after transmission, whichever is earlier.

Select membership type you are applying for today:

1. VALLEYMLS.COM Broker Participant
2. VALLEYMLS.COM Appraiser Participant applying for full REALTOR membership

Participant Information:

_____ _____

Name (as it appears on your license) Name (as you want to appear on roster)

Office Name:_____

Office Address_____

Street City State Zip

_____ _____

Office License Number: Office Phone Number

Please indicate which address is your primary address

☐ **Office**

☐ **Home**

_____

Home Address Street City State Zip

_____ _____ _____

Phone number Cell Phone Email

Notice: All invoices will be emailed to the above email address. Please update your email address as needed and add dues@valleymls.com to your allowed senders list.

_____ _____ _____ _____

DOB mm/dd/yyyy Real Estate License # (Social (last 4 digits) NRDS # (If previously issued)

1. List the names and addresses of all branch offices or other real estate firms in which you are a principal, partner or corporate officer:
   _____
2. Name of the institution in which your escrow account is maintained: _____
3. Circle whether: ☐Sole Proprietor ☐DBA ☐Partnership ☐Corporation
4. Circle Position with firm: ☐Principle Partner ☐Corporate Officer ☐Branch Office Manager ☐Other _____
5. Do you hold, or have you ever held, a real estate license in any other state? _____ If yes, please specify name of state and license number _____
6. Has your real estate license, in this or any other state, been suspended or revoked? _____
7. If yes, specify the place(s) and date(s) of such action, and detail the circumstances relating there: (attach separate sheet if necessary)
   _____
   _____
8. Are there now any pending or unresolved complaints, or have there been within the past three (3) years, any complaints against you or the firm with which you have been associated before any state real estate regulatory agency or any other agency of government?
9. If yes, specify the substance of each complaint in each state, the agency before which complaint was made, and the current status or resolution of such complaint: (attach separate sheet if necessary)
   _____
   _____
10. Have you ever been convicted of a felony? _____
11. If yes, give details including state and court of conviction: (attach separate sheet if necessary) _____

ADDITIONAL TERMS AND CONDITIONS OF MEMBERSHIP

1. VALLEYMLS.COM BROKER PARTICIPANTS ONLY: Participation in the VALLEYMLS.COM Alabama Multiple Listing Service, Inc. (VALLEYMLS.COM) is available to the firm, partnership or corporation of non-REALTORS®, or of REALTORS® from another board/association wishing VALLEYMLS.COM participation without secondary membership in the Huntsville Area Association of REALTORS®, who have no record of official sanctions involving professional conduct. Under no circumstances is any individual or firm, regardless of membership status, entitled to Membership or Participation unless they hold a current, valid real estate broker's license and offer or accept cooperation and compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Mere possession of a broker's license is not sufficient to qualify for MLS 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 the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS.
2. VALLEYMLS.COM Information: Use of information developed by or published by the VALLEYMLS.COM 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 VALLEYMLS.COM where access to such information is prohibited by Law. The Designated Realtor®/Principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership or corporation shall be termed the "Participant" in VALLEYMLS.COM and shall accept all obligations to VALLEYMLS.COM for the Participant's firm, partnership or corporation, and for compliance with the Bylaws, policies and Rules and Regulations of VALLEYMLS.COM by all persons affiliated with the Participant who utilize VALLEYMLS.COM. Licensees affiliated with the Participant shall be subject to these Bylaws, Guidelines and Rules and Regulations. VALLEYMLS.COM. Participant hereby represents that by submitting photos to VALLEYMLS.COM, the participant has the right to authorize and is authorizing VALLEYMLS.COM to publish the photographs anywhere the MLS data is intended to appear.
   NOTE: Members belonging to only VALLEYMLS.COM agree to be bound by the Code of Ethics/Standards of Conduct on the same terms and conditions as members of the board or association office in which they belong, including the obligation to submit to ethics hearings and the duty to arbitrate contractual disputes with other REALTORS®//VALLEYMLS.COM members in accordance with the established procedure of the Huntsville Area Association of REALTORS® (or their respective board/association office) I understand that a violation of the code of Ethics/Standards of Conduct may result in termination of my VALLEYMLS.COM privileges and that I may be assessed an administrative processing fee which may be in addition
   Having read this Agreement, the parties express their will to be bound by its terms by setting their signatures below.
3. I consent and authorize the VALLEYMLS.COM Alabama MLS, (VALLEYMLS.COM)through its Membership Committee or otherwise, to invite and receive information and comments about me from any Member or other person, and I agree that any information and comment furnished to the VALLEYMLS.COM by any Member or other person in response to any such invitation shall be conclusively deemed to be privileged and not form the basis of any action by me for slander, libel, or defamation of character. I irrevocably waive all claims including, but not limited to, loss of business or profits against the VALLEYMLS.COM or any of its Officers, Directors or Members, for any act in connection with the business of the MLS, and particularly as to electing or failure to elect, advancing, suspending, expelling or otherwise disciplining me as an applicant, or as a member. I acknowledge that VALLEYMLS.COM will maintain a membership file of information which may be shared with other MLSs where applicant subsequently seeks membership. This file shall include: previous applications for membership; all final findings of MLS violations and/or suspensions incomplete or pending disciplinary measures; pending arbitration requests; and information related to unpaid arbitration awards or unpaid financial obligations to the multiple listing service (VALLEYMLS.COM).

VALLEYMLS.COM Alabama Multiple Listing Service, Inc. (VALLEYMLS.COM)

Signature (VALLEYMLS.COM STAFF) Effective Date

Print name

Firm Participant (Broker/Designated Realtor)

Participant signature (as it appears on your license)

Print name of Participant (as you want it to appear on roster)

Effective Date