

Multiple Listing Service of Hilton Head Island, Inc.

E-mail to: memberservices@hiltonheadmls.com

Form must be typed, handwritten forms will not be accepted.

SECTION 4 Designated Person Information, if different than Applicant (Attends meetings and votes in absence of BIC or Head Appraiser. Must hold SC LLR License with REB/Appraisal Company Applicant.)

 Check here if BIC will be listed as Designate, otherwise, complete the section below

NAME of Designated Person, if different than Applicant

SIGNATURE of Designated Person

Home Address No. Street City State Zip

Designated Person Contact Phone #

Designated Person Mobile #

Designated Person Email Address

Designated Person SC LLR License # (Mandatory)

SECTION 5 Branch Office Information (Additional Monthly Fees Required)

 Check Here if No Branch Offices, otherwise, complete the section below

1. Address City State Zip

Phone # Fax # Email Address

2. Address City State Zip

Phone # Fax # Email Address

3. Address City State Zip

Phone # Fax # Email Address

(Use Additional Sheets, if necessary)

SECTION 6 : Data Checker Courtesy Sheet Recipient (Notification of Listing Errors. Listing Agent already receives a copy. Recipient for Main Office and each Branch Office, or Group of Agents.)

Courtesy Sheet Recipient Name in Main Office

Email Address

Courtesy Sheet Recipient Name in First (1st) Branch Office

Email Address

Courtesy Sheet Recipient Name in Second (2nd) Branch Office

Email Address

Courtesy Sheet Recipient Name in Third (3rd) Branch Office

Email Address

FULL MEMBER AGREEMENT

This FULL MEMBER AGREEMENT, including the Application for Membership previously completed and signed by the Full Member, (the "Agreement"), made and entered into and is effective as of the date the last party executes this Agreement (the "Effective Date"), is between Multiple Listing Service of Hilton Head Island, Inc., hereinafter referred to as "HHIMLS", having its principal offices at P.O. Box, 5134, 18 Bow Circle, Hilton Head Island, South Carolina 29938, and the undersigned Broker-In-Charge and the individual Registered Person and Designated Person of a Real Estate Brokerage Firm or Head Appraiser and the individual Registered Person and Designated Person for the Appraisal Firm more fully described on the last page hereof, having its principal offices at the address as set forth on the last page hereof as may be changed from time to time, all of whom jointly are hereinafter referred to as "Full Member", and is made with reference to the following facts and circumstances:

1. RECITALS.

1.1 HHIMLS is a multiple listing service company as it is defined in its Rules and Regulations.

1.2 HHIMLS collects, primarily from real estate professionals, through its computer technology and systems certain information including, but not limited to all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in all counties in the State of South Carolina and the counties of Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, and McIntosh in the State of Georgia and then aggregates and compiles the Listing Content and displays, maintains and distributes the HHIMLS Content, principally to and for the benefit of those same real estate professionals together with other products and services which facilitate the business of Full Member. The HHIMLS Content as defined below includes data relating to boat slips, equities, shares, commercial, multi-family and residential properties listed for sale or rent, those that have been sold, those where the listing may have been withdrawn or may not have closed and includes unimproved and vacant properties.

1.3 The parties desire to enter this Agreement which, in addition to the Rules, Compliance Guidelines, and Internet Display Rules will govern the use of the Listing Content, the HHIMLS Content, the HHIMLS System and the HHIMLS Services by the Full Member and its Associate Members and those in its employ.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises and covenants contained herein and intending to be legally bound, each party agrees as follows:

2. DEFINITIONS

Capitalized terms in this Agreement shall have the meanings set forth opposite each, respectively, as follows:

2.1 "Affiliate Member(s)" means any member of HHIMLS that is engaged in banking, mortgage lending, mortgage brokering, insurance brokering and similarly related fields.

2.2 "Application(s) for Membership" means the forms created by HHIMLS for Real Estate Brokerage Full Members, Associate Members and those engaged in other fields who are designated Affiliate Members by which such Member applies for membership in HHIMLS.

2.3 "Appraiser" means any person who is licensed under Title 40 Chapter 60 of the South Carolina Revised Statutes or any future recodification thereof and legally can perform real estate appraisal.

2.4 "Appraisal Firm" means an entity which pools resources in one or more facilities with Appraisers who work under that entity's name for the purpose of appraising real property.

2.5 "Associate Member(s)" means a member of HHIMLS who is an associated licensee, as that term is defined in South Carolina Code §40-57-30(1) (2005) or any recodification thereof, and who is associated with a Full Member or a Broker-In-Charge of a Full Member or is a certified Appraiser who is licensed by the South Carolina or Georgia Appraisers Board who is associated with an Appraisal Firm and who has executed an Associate Member Agreement.

2.6 "Board of Trustees" or "BOT" means the group of individuals elected by the Full Members in accordance with the HHIMLS By-Laws, which group sets policy, rules, general business procedures and has the fiduciary responsibility of the operation of HHIMLS.

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2.7 "Broker-In-Charge" or "BIC" means the term as defined in South Carolina Code §40-57-30(4) (2005) or any recodification thereof as any licensed real estate broker who is designated as having responsibility over the actions of its associated licensees and is affiliated with a Full Member.

2.8 "Business Day" means Monday through Friday except for HHIMLS designated holidays as follows: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas Day, and any other floating holidays observed by HHIMLS.

2.9 "Compliance Guidelines" means a document created by HHIMLS which specifically contains the guidelines for compliance with the Rules and sets forth the processing and correction fees for violations of the Rules.

2.10 "Designated Person" or "DP" means the person appointed by the Real Estate Brokerage or Appraisal Firm, in writing on file with HHIMLS, to attend all Full Member meetings in the absence of the Broker-In-Charge or Head Appraiser.

2.11 "Full Member(s)" means any Real Estate Brokerage Firm that is a member of HHIMLS, has a separately issued South Carolina or Georgia REB office code number, has a Broker-In-Charge and holds an Ownership Interest in HHIMLS or an Appraisal Firm that is a member of HHIMLS, has a separately issued South Carolina or Georgia Appraisal Board Code, has a Head Appraiser and holds an Ownership Interest in HHIMLS.

2.12 "Head Appraiser(s)" means a licensed Appraiser who is designated as having responsibility over the actions of its associated Appraisers and is affiliated with a Full Member.

2.13 "HHIMLS Content" means the aggregation and the compilation of Listing Content.

2.14 "HHIMLS Domains" means the internet addresses owned by HHIMLS, as may be amended from time to time, and which are set forth on Exhibit A, attached hereto and incorporated herein by reference.

2.15 "HHIMLS Services" means other products and services which facilitate the business of Members.

2.16 "HHIMLS System" means its computers, technology, software and hardware systems that support the technology, the HHIMLS Content and HHIMLS Services.

2.17 "IDX Display" means a Member's electronic display of Listing Content on authorized websites, including without limitation Smart Frame IDX Pages and/or Smart Frame search functions, IDX websites, or a Full Member's Mobile Application in accordance and compliance with the Internet Display Rules.

2.18 "Internet Display Rules" means the document created by HHIMLS entitled "Rules Applicable to Internet Data Display" which specifically contains rules that govern a Member's IDX Display.

2.19 "Listing Content" means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in all counties in the State of South Carolina and the counties of Bryan, Bulloch, Camden, Chatham, Effingham, Glynn, Liberty, and McIntosh in the State of Georgia and real properties in other geographic regions, which includes data relating to commercial, business opportunities, boat slips, equities, shares, and residential properties listed for sale, lease or rent, those that have been sold, and those with respect to which the sale has been cancelled or has not closed, and includes unimproved and vacant properties.

2.20 "Members" means, individually or collectively, Full Members and Associate Members who hold current valid real estate licenses in the State of South Carolina or Georgia and are capable of offering and accepting compensation to and from other Members or have the ability to receive referral fees and those who are registered and licensed by the appropriate state regulatory agency in the State of South Carolina or Georgia to engage in the appraisal of real property.

2.21 "Mobile Applications" means software created for electronic display of Listing Content on smartphones, tablets or other mobile devices.

2.22 "Non-Licensed Sales Assistant" means a person employed by or under contract with and authorized by a Broker-In-Charge to access the HHIMLS Database and enter properties for sale through the listing input screen for the Real Estate Brokerage. The Non-Licensed Sales Assistant is registered with HHIMLS and does not hold an active real estate license.

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2.23 "Non-Member Personnel" means an associated licensee, non-principal broker or assistant who is associated with a Full Member or a Broker-In-Charge of a Full Member or is a certified Appraiser who is licensed by a Board of Appraisers, who is associated with an Appraisal Firm and who subscribes to another multiple listing service company but has elected not to become a subscriber of HHIMLS, and who shall be listed on the Waiver Form provided by Full Member to HHIMLS.

2.24 "Ownership Interest" means all the rights, benefits and privileges of HHIMLS as well as the obligations of HHIMLS in compliance with the HHIMLS By-Laws and Rules for Full Members.

2.25 "Real Estate Brokerage" or "REB" means an entity with a separate South Carolina or Georgia real estate license identification and REB Office Code Number for the purpose of brokering the sale of properties in the state of South Carolina or Georgia and that has a Broker-In-Charge and is the financially responsible party to HHIMLS.

2.26 "Registered Person" means the person chosen by the BIC or Head Appraiser and identified on the application form for HHIMLS Services as the person who assumes all responsibilities of the Broker-In-Charge or Head Appraiser in the event the Broker-In-Charge or Head Appraiser has left a Full Member REB or Appraisal Firm or fails to fulfill its duties, including financial, as required by Full Membership in HHIMLS. If the Registered Person is licensed to sell real estate in the State of South Carolina or Georgia or is licensed by the State of South Carolina or Georgia to appraise real estate, the Registered Person is the person responsible if the BIC or Head Appraiser was not performing its responsibilities required by HHIMLS of a Full Member. If the Registered Person is not licensed in the State of South Carolina or Georgia, the Registered Person is the person authorized by the Full Member REB or Appraisal Firm to appoint a new BIC or Head Appraiser for the Full Member REB or Appraisal Firm.

2.27 "Rules" means the Rules and Regulations of HHIMLS which may be amended by HHIMLS from time to time.

2.28 "Smart Frame IDX Page" means a framed IDX search of the Listing Content provided as a courtesy to Member by HHIMLS and which shall be integrated directly into Member's existing website.

2.29 "Staff" means non-licensed employees of a Full Member.

2.30 "Waiver Form" means the form provided by HHIMLS by which Full Member identifies any Non-Member Personnel and requests a waiver of membership for such Non-Member Personnel, as may be amended from time to time, a copy of which is attached to this Agreement as Exhibit B.

3. GRANT OF ACCESS.

Subject to the provisions, terms and conditions of this Agreement and the Rules, Compliance Guidelines, and the Internet Display Rules, HHIMLS hereby grants to Full Member during the Term a limited, non-exclusive, non-transferable license to access the HHIMLS System, the HHIMLS Services and the HHIMLS Content for the purpose of adding, editing, reviewing, researching and retrieving the HHIMLS Content and using the HHIMLS System and the HHIMLS Services to conduct the Full Member's real estate or appraisal business.

4. METHOD OF ACCESS TO HHIMLS.

BIC or Designated Person shall access the HHIMLS System, HHIMLS Content, and the HHIMLS Services through various types of electronic communications furnished to Full Member by HHIMLS and/or third-party vendors upon the terms and conditions required by HHIMLS and the third-party vendor. HHIMLS shall provide Full Member with a Smart Frame IDX Page as a Member courtesy. Access to the HHIMLS Content for purposes of integrating it into the Smart Frame IDX Page shall be by way of RETS, or other industry standard method, and SSL certificate through the BIC's user ID. Full Member understands and agrees that it must execute a separate agreement with HHIMLS and its website developer for authority to display HHIMLS Content on any IDX Display other than Full Member's Smart Frame IDX Page.

5. SUBMISSION OF FULL MEMBER'S LISTING CONTENT.

5.1 Grant of Rights to HHIMLS. Full Member, as the acquirer and provider of Listing Content relating to real estate properties, including Full Member's personal listing agent information, remarks, virtual tours, videos and photographs, hereby grants to HHIMLS a perpetual, worldwide, royalty-free irrevocable license to use, reproduce, publish, display and include in the copyrighted HHIMLS Content all Listing Content entered by Full Member into the HHIMLS System and to reproduce, use, distribute, display, sublicense, create derivatives of and grant access to the HHIMLS Content through the HHIMLS System and

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HHIMLS Services electronically and in such other form or in such other manner and to such third parties as HHIMLS deems appropriate.

5.2 **Submitted Information.** Full Member hereby warrants that it will have a valid listing agreement prior to submitting any Listing Content to HHIMLS and warrants that buyers, sellers, Full Member's agents, photographers and all applicable third parties have assigned to Full Member all right, title and interest including all copyright rights and other intellectual property rights in and to all Listing Content submitted to HHIMLS through the HHIMLS System. Full Member agrees Listing Content shall be submitted in the form and format and according to the procedures set forth in the Rules and Internet Display Rules and in accordance with the Compliance Guidelines and shall use reasonable care to ensure the accuracy and completeness of such submitted Listing Content. Full Member shall be responsible for correcting and updating all submitted information in accordance with the Rules, Compliance Guidelines and the Internet Display Rules.

5.3 **Copyright.** HHIMLS may edit, manipulate and/or compile the Listing Content and tangible or intangible property items provided by the Full Member without Full Member's permission in accordance with the Rules, Compliance Guidelines and the Internet Display Rules. The Full Member acknowledges that the manipulation or compilation being performed by HHIMLS will result in a database containing various compilations of real estate data which are copyrightable material. By the act of submitting any Listing Content to HHIMLS, the Full Member hereby acknowledges its Listing Content will be compiled into a database of HHIMLS Content which is copyrighted by HHIMLS and consents to the use of its contributions in such copyrighted material and warrants it will not challenge, interfere with or violate such copyright and warrants that it will not seek compensation therefor.

5.4 **Internet Display And Other Third-Party Use.** HHIMLS may use, or may arrange for third parties to use, the HHIMLS Content in products and services including, but not limited to, reference materials, books, brochures, flyers, electronic transmissions, advertisements, Internet or other computer network displays, on-line data, computer programming, and software, regardless of the form, whether printed, electronic, digital, magnetic media, or otherwise. By the act of submitting any Listing Content to HHIMLS, the Full Member acknowledges HHIMLS will license Internet display of the HHIMLS Content to third parties and consents to such uses and warrants that it will not challenge, interfere with or violate such uses and warrants that it will not seek compensation therefor.

5.5 **Enforcement.** Full Member hereby grants to HHIMLS all rights necessary for HHIMLS to protect and enforce all intellectual property rights and to prevent the misuse, infringement or misappropriation of the Listing Content licensed to HHIMLS by Full Member in this Section 5, including without limitation, the right to (a) add watermarks or other means of identification to the Listing Content; (b) send demand letters to investigate and/or prosecute alleged infringers; (c) arbitrate or litigate potential claims of infringement or misappropriation; and (d) collect applicable damages.

6. CONDITIONS, PROHIBITIONS, WAIVERS AND LIMITATIONS ON ACCESS.

6.1 **Non-Member Personnel.** Full Member acknowledges and understands that its Non-Member Personnel are prohibited from accessing or using the HHIMLS System, HHIMLS Content and/or HHIMLS Service. FULL MEMBER'S BIC OR HEAD APPRAISER MUST SUBMIT A WAIVER FORM TO HHIMLS CERTIFYING THAT ANY NON-MEMBER PERSONNEL IN FULL MEMBER'S OFFICE SHALL NOT ACCESS THE HHIMLS SYSTEM, THE HHIMLS CONTENT AND/OR THE HHIMLS SERVICE. IT IS THE RESPONSIBILITY OF FULL MEMBER'S BIC OR HEAD APPRAISER TO SUBMIT THE WAIVER FORM TO HHIMLS ANNUALLY AND EACH TIME A NON-MEMBER PERSONNEL JOINS FULL MEMBER'S OFFICE. FULL MEMBER ACKNOWLEDGES IT MAY BE RESPONSIBLE FOR FINES OR BACK MEMBERSHIP FEES IN THE EVENT ITS NON-MEMBER PERSONNEL ACCESS THE HHIMLS SYSTEM, HHIMLS CONTENT AND/OR THE HHIMLS SERVICE, OR IN THE EVENT FULL MEMBER FAILS TO TIMELY SUBMIT THE WAIVER FORM TO HHIMLS.

6.2 **Access to HHIMLS System by Full Member's Associates.** If an Associate Member in Full Member's office becomes delinquent in payment of any fees due to HHIMLS hereunder, Full Member shall pay said delinquent fees. Full Member shall ensure that all Associate Members and Non-Licensed Sales Assistants who use or access the HHIMLS System, the HHIMLS Content and/or the HHIMLS Service, in any manner, comply with the terms of this Agreement and the Rules, Compliance Guidelines and the Internet Display Rules. Full Member agrees to assume full responsibility for the acts of its Associate Members, Non-Licensed Sales Assistants and Staff who have access to the HHIMLS Content, the HHIMLS System and the HHIMLS Services in all of Full Member's offices as well as for any financial obligations which may arise by virtue of said acts by any of them.

6.3 **Participation in IDX Display by Full Member's Associates.** By signing this Agreement, BIC grants authorization for its Associate Members to participate in IDX Display. Full Member acknowledges its Associate Members will be required to sign the HHIMLS IDX Display Developer Agreement, as may be amended from time to time, the current version of which is

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attached here as Exhibit C and incorporated herein by reference. Full Member understands it is responsible for its Associate Members' compliance with that HHIMLS IDX Display Developer Agreement and the Internet Display Rules and shall be liable for any fines or penalties associated with the breach thereof. It is Full Member's responsibility to monitor its Associate Members' use of IDX Display and to notify HHIMLS in the event an Associate Member leaves Full Member's office or no longer wishes to participate in IDX.

6.4 Compliance with Rules and Notification of Changes. Full Member understands and acknowledges that the Rules, Bylaws, Internet Display Rules and Compliance Guidelines are available online and certifies it read a copy of the documents and agrees to comply with the Rules, Bylaws, Internet Data Display Rules and Compliance Guidelines as may be amended from time to time. Full Member agrees to submit disputes, if Full Member is a non-REALTOR®, to HHIMLS and, if Full Member is a REALTOR®, to its appropriate REALTOR® Association. BIC or Head Appraiser of Full Member understands and agrees that it cannot leave one Full Member and join HHIMLS as an Associate Member or as the BIC or Head Appraiser of another Full Member unless all financial and other responsibilities are cleared with HHIMLS and this Full Member has either resigned in good standing or has appointed a new BIC with no outstanding responsibility to HHIMLS.

6.5 Use Prohibitions. Full Member agrees that it will not reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit, or in any manner commercially exploit or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit or in any manner commercially exploit the HHIMLS Content or any portion thereof in any format to anyone for any purpose other than the selling, listing or appraising of real estate. Under no circumstances shall Full Member receive any form of compensation for the HHIMLS Content or for unauthorized access to the HHIMLS Content from any third party for any reason. Full Member acknowledges that the HHIMLS Content is confidential and its use is restricted to Full Member and Full Member's authorized Associate Members and Non-Licensed Sales Assistants. Full Member shall issue appropriate instructions to its authorized Associate Members, Non-Licensed Sales Assistants and Staff concerning the restrictions contained herein and shall initiate strict security measures to prevent the accidental or otherwise unauthorized use of the HHIMLS Content.

6.6 URL Prohibitions; Noncompetition. Full Member acknowledges it is prohibited from using the term "multiple listing service", the acronym "MLS", or derivatives thereof in domain names or URLs that display the HHIMLS Content, nor shall Full Member indicate or imply in any manner that Full Member is a multiple listing service or operates a multiple listing service. Full Member agrees it shall not use the HHIMLS Content, or any portion thereof, to establish a multiple listing service or other business in competition with HHIMLS.

6.7 Certain Data Subject to Consent Withdrawal. Full Member acknowledges that certain of the HHIMLS Content available through the HHIMLS System are subject to the continued consent of supplying third parties. If at any time any supplying third party's consent is withdrawn, all information supplied by such party shall be removed from the HHIMLS Content.

6.8 Consumer Privacy and Information Security. Full Member agrees to comply with all applicable consumer privacy and information security laws. In the event of a breach of Full Member's computer network or computerized systems containing HHIMLS Content by unauthorized persons or in the event of a loss of Full Member's device which may contain personally identifiable information or HHIMLS Content, including without limitation Full Member's laptop, tablet, mobile phone, or hard drive, Full Member agrees to notify HHIMLS within twenty-four (24) hours of discovery of such event. Full Member agrees to use commercially reasonable security measures to protect the HHIMLS Content.

6.9 Membership Status. Full Member acknowledges that if Full Member is no longer a member of HHIMLS or if Full Member's status with HHIMLS is inactive, Full Member shall not be granted access to the HHIMLS Content, HHIMLS System and HHIMLS Services, and Full Member's Smart Frame IDX Page shall be disabled, until Full Member's status is returned to active.

6.10 Responsible for Staff. Full Member acknowledges it is responsible for supervising all use of the HHIMLS Content, HHIMLS System, and HHIMLS Services by Full Member's Associate Members, Non-Licensed Sales Assistants, and any other staff in Full Member's office, regardless of whether such staff are employees or independent contractors. All fines or penalties assessed to Full Member's Associate Members, Non-Licensed Sales Assistants or other staff shall be Full Member's responsibility.

7. FEES.

In consideration for the rights to access and/or use the HHIMLS Content, the HHIMLS System and HHIMLS Services, Full Member shall pay HHIMLS all membership fees set forth in the Schedule of Fees, incorporated herein by reference,

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including membership fees for each licensed broker, licensed sales associate, and licensed or certified appraiser who is employed by or affiliated as an independent contractor with Full Member, unless Full Member has submitted a Waiver Form for such licensed broker, licensed sales associate, and licensed or certified appraiser. HHIMLS reserves the right to change its fees at any time. Full Member acknowledges that failure to pay membership fees on time may result in late fees, suspension, or termination of membership in HHIMLS.

8. SET UP COSTS.

Full Member is responsible for obtaining and maintaining in proper working order all personal computers, Internet connections, and computer software and shall bear all programming, technology and methodology expenses relating to the integration of HHIMLS Content into an IDX Display or any costs that may be necessary or useful for maintaining the Member's IDX Display, accessing and using the HHIMLS Content, the HHIMLS System and the HHIMLS Services and for the proper use thereof. Full Member shall not be entitled to a refund of any fees under any circumstances for any hardware, software or Internet connection that is unable to access the HHIMLS System or the HHIMLS Services. HHIMLS may provide technical support for: (a) accessing the HHIMLS Content, and (b) the integration of the HHIMLS Content into the Smart Frame IDX Page into Full Member's website, at the rate of One Hundred and Twenty-Five Dollars (\$125.00) per hour with a one (1) hour minimum.

9. NONSOLICITATION OF EMPLOYEES.

During the term of this Agreement, Full Member agrees that it shall not induce or attempt to induce any HHIMLS employee to leave the employ of HHIMLS or hire any such employee in any business or capacity.

10. PROPRIETARY RIGHTS.

Full Member acknowledges that the HHIMLS Content, the HHIMLS System, the HHIMLS Domains, and the HHIMLS Services are valuable commercial products, the development of which has involved the expenditure of substantial time and money, that the HHIMLS Content may include textual, statistical, financial, photographic, video and audio components which are proprietary information of HHIMLS under copyright, and have been furnished to Full Member in trust. All rights, title and interest in the HHIMLS Content, the HHIMLS System and the HHIMLS Services, including the ownership of the copyright therein, shall at all times remain vested in HHIMLS. Except for the rights granted Full Member herein, Full Member agrees and understands that HHIMLS shall remain the exclusive owner of all rights, title, and interest in the HHIMLS Content, the HHIMLS System, the HHIMLS Domains, and the HHIMLS Services licensed hereunder and all copyrights and renewals thereof, heretofore and hereafter secured therein. All publication, dissemination and other rights in and to the HHIMLS Content, the HHIMLS System, the HHIMLS Domains, and the HHIMLS Services licensed hereunder are reserved for HHIMLS in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by HHIMLS, its respective assignees or grantees at any time and from time to time without obligation or liability to Full Member.

11. IDENTIFICATION NUMBERS.

11.1 REB ID. HHIMLS shall provide the Full Member identification number for access to the HHIMLS Content, the HHIMLS System and the HHIMLS Services for Full Member's office identification ("REB ID").

11.2 User ID and Password. HHIMLS shall also provide Full Member's Broker-in-Charge, Head Appraiser, Associate Members or Non-Licensed Sales Assistants a user identification and password to each individual who participates in and requires access to and use of the HHIMLS Content, the HHIMLS System and the HHIMLS Services. Each user ID and password shall be personal to the individual and may not be used by any other person. Each individual shall be responsible for the security and safe keeping of its password.

11.3 Secure Computing. HHIMLS reserves the right to establish additional security measures and establish practices and procedures to safeguard the HHIMLS Content, the HHIMLS System and the HHIMLS Services and Full Member agrees to abide by such security measures and procedures to safeguard the HHIMLS Content, the HHIMLS System and the HHIMLS Services. Full Member acknowledges that such security practices and protocols may include algorithms or other methods of authenticating login to the HHIMLS System which collect personal information.

11.4 Confidentiality. Full Member, Associate Members and Non-Licensed Sales Assistants shall treat the access identifications as private, confidential and personal and shall safeguard and maintain their confidentiality. Use by any other person or entity, including without limitation any Non-Member Personnel, shall be considered as theft. Full Member shall be liable for any consequences that may result from unauthorized disclosure of Full Member's or Associate Member's or Non-



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Licensed Sales Assistant's access identification, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for liquidated damages. Intentional or negligent disclosure of access identifications shall result in the maximum fine under the Compliance Guidelines. Full Member acknowledges that HHIMLS may seed the HHIMLS Content and watermark digital photographs, virtual tours, videos or other media and undertake monitoring on a regular random basis such that violations of the security of Full Member's access identifications will be detected. Members must report any evidence of unauthorized use of their user identification and/or password to HHIMLS within twenty-four (24) hours of discovery of such unauthorized use. This obligation to maintain confidentiality shall survive the termination of this Agreement.

12. HHIMLS USE OF FULL MEMBER INFORMATION.

HHIMLS reserves the right to distribute to prospective Full Members and other third parties certain non-confidential information concerning Full Member. In addition, HHIMLS may collect and compile information regarding frequency of use of, or specific uses, of the HHIMLS Content, the HHIMLS System and the HHIMLS Services by all users, including Full Member.

13. TERM AND TERMINATION.

13.1 Term. The term of this Agreement shall be one (1) year commencing upon the Effective Date and shall automatically extend for additional one (1) year terms unless sooner terminated in accordance with Section 11.2 or 11.2.1, or upon cancellation by either party upon twenty-four (24) hours written notice to the other party.

13.2 Termination.

13.2.1 This Agreement and the rights granted hereunder may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. HHIMLS may immediately terminate this Agreement in the event Full Member is no longer licensed to practice real estate in the State of South Carolina or Georgia.

13.2.2 Promptly upon any termination of this Agreement, HHIMLS shall deactivate Full Member's access identification numbers, and Full Member shall have no further access to the HHIMLS System, the HHIMLS Content or the HHIMLS Services and Full Member's IDX Display shall be disabled immediately. Full Member acknowledges that HHIMLS shall have no obligation to refund any fees or charges or any portion thereof paid to HHIMLS prior to termination and that Full Member's termination must be received by HHIMLS prior to the 17th of any month in order to avoid financial responsibility for the next billing period. Full Member acknowledges the licenses granted to HHIMLS herein shall survive termination of this Agreement.

14. HHIMLS SERVICE MARKS AND LOGOS.

All rights, title and interest in and to the HHIMLS trade names, logo, and HHIMLS Domains shall remain with HHIMLS. HHIMLS grants Full Member, during the term of this Agreement, a non-exclusive, non-transferable revocable license to use the HHIMLS trade name, logo, and HHIMLS Domains in advertising, promotion and marketing materials solely for the purpose of announcing Full Member's use of the HHIMLS Services to prospective customers. Full Member acknowledges that the HHIMLS logo or other marks provided by HHIMLS must be displayed on every screen of any IDX Display and every photograph from the HHIMLS Content displayed on Member's IDX Display shall contain the HHIMLS watermark. Full Member shall not obscure, remove, or conceal any HHIMLS logo, mark, or watermark from the HHIMLS Content. Full Member may re-publish any description of the HHIMLS Services which have been published by HHIMLS, provided the description is re-published on a verbatim basis, but shall not, under any circumstances, make any unauthorized representations or warranties regarding the HHIMLS Services or any HHIMLS Content. Full Member shall not use the HHIMLS trade name, logo, and/or HHIMLS Domains in any manner that infringes HHIMLS's proprietary rights or affects the goodwill associated with the HHIMLS trade name, logo, and/or HHIMLS Domains.

15. WARRANTY DISCLAIMER.

FULL MEMBER EXPRESSLY AGREES THAT THE HHIMLS SERVICES, THE HHIMLS SYSTEM, THE HHIMLS CONTENT AND THE SMART FRAME WEBSITE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THAT USE OF THE HHIMLS SYSTEM, HHIMLS SERVICES, THE HHIMLS CONTENT AND THE SMART FRAME WEBSITE ARE AT THE SOLE RISK OF FULL MEMBER. HHIMLS DOES NOT WARRANT THAT THE HHIMLS SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND HHIMLS MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS

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E-mail: memberservices@hiltonheadmls.com

Form must be typed; handwritten forms will not be accepted.

OR RELIABILITY OF ANY HHIMLS CONTENT AVAILABLE THROUGH THE HHIMLS SYSTEM, THE HHIMLS SERVICES AND THE SMART FRAME WEBSITE. HHIMLS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HHIMLS DOES NOT WARRANT THAT THE HHIMLS CONTENT IS ERROR-FREE, NOR THAT IT WILL MEET FULL MEMBER'S REQUIREMENTS, NOR THAT ANY ELECTRONIC TRANSMISSION THEREOF WILL OPERATE IN AN ERROR-FREE MANNER.

16. LIMITATION OF LIABILITY.

16.1 Limitations and Exclusions. NEITHER HHIMLS NOR ANY OF ITS OFFICERS, TRUSTEES, EMPLOYEES, THOSE WITH AN OWNERSHIP INTEREST, AGENTS, OR REPRESENTATIVES SHALL BE LIABLE TO FULL MEMBER OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, HHIMLS CONTENT, THE HHIMLS SYSTEM, THE HHIMLS SERVICES AND/OR THE SMART FRAME WEBSITE, INCLUDING BUT NOT LIMITED TO, (A) RELIANCE BY ANY FULL MEMBER OR AUTHORIZED USER ON THE HHIMLS CONTENT OR OTHER INFORMATION OBTAINED THROUGH USE OF THE HHIMLS SYSTEM, THE HHIMLS SERVICES OR THE SMART FRAME WEBSITE OR (B) CLAIMS THAT RESULT FROM MISTAKES, OMISSIONS, DELETIONS OR DELAYS IN TRANSMISSION, INTERRUPTIONS IN TELECOMMUNICATIONS OR INTERNET CONNECTIONS TO THE HHIMLS SYSTEM, THE HHIMLS SERVICES AND/OR THE SMART FRAME WEBSITE, VIRUSES OR FAILURES OF PERFORMANCE, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS OR INTERNET FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE HHIMLS CONTENT, THE HHIMLS SYSTEM, THE HHIMLS SERVICES AND/OR THE SMART FRAME WEBSITE OR RELATED INFORMATION, RECORDS OR PROGRAMS.

16.2 Maximum Aggregate Liability. Except as otherwise stated herein, in no event shall any liability of HHIMLS, its officers, trustees, employees, those with an Ownership Interest, agents, or representatives arising out of any claim related to this Agreement exceed the aggregate amount paid by Full Member hereunder in the twelve (12) months immediately preceding the event giving rise to such claim.

17. LIQUIDATED DAMAGES.

Full Member acknowledges that damages suffered by HHIMLS from access to or use of the HHIMLS Content, the HHIMLS System or the HHIMLS Services by an unauthorized third party as a result of disclosure of Full Member's access identification information, including its Associate Members, Non-Member Personnel, Non-Licensed Sales Assistants and Staff, would be speculative and difficult to quantify. Accordingly, as a material inducement to HHIMLS to enter into this Agreement with Full Member, Full Member agrees that in the event that any disclosure of Full Member's access identification information, including its Associate Members, Non-Licensed Sales Assistants and Staff, results in access to or use of the HHIMLS Content, HHIMLS System or the HHIMLS Services by or for an unauthorized third party, regardless of whether such disclosure is intentional, negligent or inadvertent, Full Member shall be liable to HHIMLS, at HHIMLS's option, for liquidated damages in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00).

18. FULL MEMBER AUTHORIZATION TO ENTER THIS AGREEMENT.

Full Member represents and warrants that the individuals who execute this Agreement are duly authorized to enter into this Agreement and, if applicable, the Agreements by and between HHIMLS and Full Member's Associate Members. Full Member further represents and warrants that the BIC or Head Appraiser who executes this Agreement is duly licensed by the State of South Carolina or Georgia to practice real estate or to appraise real property in the State of South Carolina or Georgia.

19. INDEMNIFICATION BY FULL MEMBER.

Full Member shall protect, defend, indemnify and hold harmless HHIMLS and its officers, trustees, employees, those with an Ownership Interest, agents, or representatives from any and all liability, damages, loss or expense, including reasonable fees of attorneys and other professionals, arising from any claim, demand, action or proceeding initiated by any third party against any of them based upon the negligent, intentional or illegal acts of Full Member, including but not limited to: (a) inaccuracy of any Listing Content supplied to HHIMLS by Full Member or by any of Full Member's Associate Members, Non-Licensed Sales Assistants or Staff, (b) any unauthorized use of Full Member's or Associate Member's access identification number, (c) any unauthorized use of the HHIMLS Content, or (d) infringement of any proprietary or contract right of any third party as a result of the availability of the HHIMLS Content through the HHIMLS System and the HHIMLS Services. Full Member shall assist HHIMLS, at Full Member's expense, in the defense or settlement of any claim to which these indemnification

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obligations apply. These indemnification provisions shall survive the termination of the Full Member's participation in HHIMLS and the termination of this Full Member Agreement.

20. INJUNCTIVE REMEDIES.

Full Member acknowledges and agrees that the HHIMLS System, the HHIMLS Services and HHIMLS Content are confidential and proprietary products and that in the event there is an unauthorized disclosure of such by Full Member, no remedy at law may be adequate. Therefore, Full Member agrees that in the event of such unauthorized disclosure or use of the HHIMLS System, the HHIMLS Services or HHIMLS Content, HHIMLS may seek injunctive relief or other equitable remedies against Full Member in addition to all available remedies at law.

21. LEGAL FEES AND COSTS.

In the event legal action is taken against Full Member, or against Full Member and HHIMLS, and HHIMLS prevails in obtaining equitable relief or monetary damages, Full Member will be obligated to reimburse HHIMLS for the reasonable attorneys' fees, costs and expenses it incurred in pursuing such legal action. Full Member will also be responsible for any legal fees and costs incurred by HHIMLS in enforcing any order or collecting a judgment.

22. MISCELLANEOUS.

Full Member agrees and acknowledges that HHIMLS may change the terms of this Agreement as the result of any amendments to the Rules, Compliance Guidelines or Internet Display Rules. Waiver by HHIMLS of any breach of any provision of this Agreement by Full Member shall not be construed as a waiver of any subsequent breach. Any notices required or permitted to be given hereunder shall be in writing, delivered personally or sent to each party at the addresses as set forth in this Agreement by certified mail, return receipt requested or by other accountable means such as Federal Express or UPS or by confirmed facsimile or confirmed email. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement may not be assigned by Full Member without the prior written consent of HHIMLS. This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

Full Member:

Multiple Listing Service of Hilton Head Island, Inc.

Name of REB or Appraisal Firm (please print)

By: _____
Colette Stevenson, Chief Executive Officer

Name of Individual BIC or Head Appraiser (please print)

Date: _____

By: _____
(Signature)

Street Address

City State Zip

Phone Mobile

Email Address

BIC/Head Appraiser SC License # _____

Date: _____

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Registered Person:

Designated Person: (If different than Broker-In-Charge or Head Appraiser and if applicable)

Name (please print)

Name (please print)

By: _____
(Signature of Registered Person)

By: _____
(Signature of Designated Person)

Street Address

Street Address

City State Zip

City State Zip

Phone Mobile

Phone Mobile

Email Address

Email Address

Registered Person SC License # _____

Designated Person SC License # _____

Date: _____

Date: _____

EXHIBIT A: HHIMLS DOMAINS

allendalemls.com
bambergmls.com
barnwellmls.com
beaufortscmls.com
colletoncountymls.com
colletonmls.com
hamptoncountymls.com
hhimls.com
hhimls.net
hiltonheadislandmls.com
hiltonheadmls.com
jaspercountymls.com
orangeburgmls.com
hhimlsrealestatepro.com
hiltonheadmls.tv
scstatemls.com

Domains may be added from time to time to accommodate changes in product offerings.



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EXHIBIT B

HHIMLS WAIVER FORM



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EXHIBIT C

HHIMLS IDX DISPLAY DEVELOPER AGREEMENT



HHIMLS WAIVER OF SERVICE FORM

As Broker-in-Charge, I understand the HHIMLS Rules and Regulations require all individuals affiliated with my office, including without limitation any non-principal brokers, sales licensees, non-licensed sales assistants, or appraisers, to subscribe to HHIMLS, unless such individuals qualify for a waiver. By signing below, I represent and warrant that the individuals listed on Exhibit A of this Waiver (the "Applicants") hold active membership in another multiple listing service (MLS) and that evidence of such membership, in the form of a letter of good standing from the MLS, is included with this Waiver.

I further represent that the Applicants:

1. will not access the HHIMLS system or HHIMLS listing content compilation for any reason;
2. are not the listing or co-listing agent for any active listings in HHIMLS;
3. will not use any listing, statistical or other report produced or made available by HHIMLS;
4. will not use any software, forms, tools or other services provided or made available by HHIMLS;
5. will not control or use a lockbox key to access, view, or show any property listed in HHIMLS;
6. will not use the HHIMLS name or logo; and
7. will not represent or suggest in any manner that Applicant(s) are members of HHIMLS.

I acknowledge and understand that if any Applicant fails to satisfy the above requirements: (a) such Applicant will be immediately activated as a member of HHIMLS, (b) Applicant will be responsible for all requirements of membership, including without limitation attendance at an orientation session, and (c) I will be held liable for retroactive membership dues and/or applicable fines including, but not limited to:

- \$1,000.00 fine per occurrence for failing to submit an application for a Non-Licensed Sales Assistant;
- \$5,000.00 fine for unauthorized use of a lockbox key access code;
- \$15,000.00 fine per occurrence for unauthorized sharing of HHIMLS login information, compilation, listing information, or statistical or comparable reports; and/or
- Liquidated damages

in accordance with the Compliance Guidelines, as may be amended from time to time. I understand HHIMLS uses technology to monitor use of the HHIMLS System and Compilation and compares such data against the monthly audit performed by HHIMLS and acknowledge my office will be billed for any licensees discovered through the audit for which I have not requested a waiver.

I understand I must resubmit this Waiver Form by January 1st of each year and within seven (7) days of: (a) a change of status of any Applicant or (b) affiliating with any new non-principal brokers, sales licensees, appraisers or assistants eligible for a waiver of membership dues.

Real Estate Brokerage: _____ Office #: _____

Broker-in-Charge Print Name: _____ License #: _____

Broker-in-Charge Signature: _____



FULL MEMBER AUDIT INFORMATION
(Must be completed entirely)

BROKERAGE/APPRaisal/PROP. MGMT CO. NAME	MLS OFC #
BIC/HEAD APPRAISER	HHIMLS ID #
EMAIL	CONTACT #

OFFICE ADDRESS

OFFICE EMAIL	OFFICE WEB ADDRESS
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DESIGNATE	PUBLIC ID #
-----------	-------------

REGISTERED PERSON

BRANCH 1 ADDRESS	PHONE	EMAIL
BRANCH 2 ADDRESS	PHONE	EMAIL
BRANCH 3 ADDRESS	PHONE	EMAIL
BRANCH 4 ADDRESS	PHONE	EMAIL
BRANCH 5 ADDRESS	PHONE	EMAIL

I hold a **Broker's License** I am the **PMIC of a Property Management Co.**
 I hold an **Appraisal License**

I am **BIC/HA** for the following Real Estate/Appraisal/Management Co registered in **SC or other state(s)** – List all whether or not they are a member of **HHIMLS**.

STATE	REO #	NAME	# OF AGENTS
STATE	REO #	NAME	# OF AGENTS
STATE	REO #	NAME	# OF AGENTS

SIGNATURE OF BIC/HEAD APPRAISER	DATE
---------------------------------	------



Use Below for Additional Branches, Brokerages, and Property Management Companies where you are the Broker, Head Appraiser, or Property Manager is in charge.

Office Name Address Phone Email

Office Name Address Phone Email

Office Name Address Phone Email

Assistants

List Below All Assistants in your office and attach proof of employment for each assistant. If document contains sensitive information, please remove. (Attach additional pages when necessary)

Assistant Name Address Email

Assistant Name Address Email

Assistant Name Address Email

Assistant Name Address Email



APPRAISAL COMPANY DISCLOSURE AND DISCLAIMER STATEMENT

Please check the one that applies:

NO REAL ESTATE BROKERAGE COMPANY (As defined in the Rules and Regulations.)

- As an Appraiser or Head Appraiser, as defined in the HHIMLS Rules and Regulations, I disclose and disclaim that:
 - I am NOT a Broker-In-Charge of a Real Estate Brokerage Company
 - I do NOT hold a real estate license issued by the State of South Carolina
 - I have _____ (#) Appraisers and _____ (#) Assistants in my Appraisal Firm

REAL ESTATE BROKERAGE COMPANY AFFILIATION

- As an Appraiser or Head Appraiser of an Appraisal Company, as defined in the HHIMLS Rules and Regulations, I disclose that:
 - I am the Broker-In-Charge of the Real Estate Brokerage Company named below which is a member of HHIMLS
 - I hold an agent/broker license with the Real Estate Brokerage Company named below which is a member of HHIMLS **or**
 - I am the Broker-In-Charge of the Real Estate Brokerage Company named below which is not a member of HHIMLS
 - I hold an agent/broker license with the Real Estate Brokerage Company named below which is not a member of HHIMLS
 - I have _____ (#) Appraisers and _____ (#) Assistants in my Appraisal Firm

I disclose that I understand and agree that as an Appraiser member of HHIMLS and a Broker-In-Charge of the Real Estate Brokerage Company HHIMLS member, the Appraisal Member account and the Real Estate Brokerage Member account are two separate accounts and are to remain separate and the Appraiser Member access is never to use the HHIMLS Content (as defined in the Rules and Regulations) to engage in the process of brokering the purchase and sale of real property, the access authorizations are not to be shared under any circumstances and that all Rules and Regulations are to be followed. I disclose that I understand and agree that as an Appraiser member of HHIMLS and Broker-in-Charge of a Real Estate Brokerage Company that is not a member of HHIMLS, that the Appraiser Member access is never to use the HHIMLS Content (as defined in the Rules and Regulations) to engage in the process of brokering the purchase and sale of real property, the access authorizations are not to be shared under any circumstances and that all Rules and Regulations are to be followed. The undersigned understands that HHIMLS will audit usage and breach of this Disclosure and Disclaimer Agreement can lead to forfeiture of both memberships.

SIGNATURE: _____

PRINT NAME: _____

MLS Agent ID# _____

Full Member Appraisal Name: _____

Full Member/Non Member Real Estate Brokerage Name: _____ MLS ID#: _____

Address: _____ State REO# _____

Phone: _____ EMAIL: _____ Date: _____



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ASSOCIATE MEMBER / NLSA APPLICATION & CHANGE ORDER FORM

- New Associate Member
New Non-Licensed Sales Assistant (NLSA)
Delete Associate Member/NLSA
Transfer Associate Member
Public ID#
Team ID#/Team Name

Real Estate Office Information:

Office Name
Name of BIC/Head Appraiser
Office ID#
Branch Office Location (if applicable)

Applicant Information:

Name
Street Address
City, State, Zip
Mobile Phone#
Contact Phone#
Phone# for Internet
Current Email
SCORE LIC#
Name on SCORE License
Language(s) Spoken
Birth Month/Day
NRDS#
Are you a member of:
Other Realtor Association:

Phone/Tablet Model: (required for e-Key; Windows phone not currently compatible.)

List all applicant websites and/or URLs

Website 1
Website 2
Blog
Twitter
Facebook
LinkedIn
YouTube
Pinterest

NAR Designations (check all that apply)

- Accredited Buyer's Representative / ABR
Certified International Property Specialist / CIPS
Certified Residential Specialist / CRS
NAR's Green Designation / GREEN
REALTOR Association Certified Executive / RCE
Society of Industrial and Office REALTORS / SIOR
Broker Price Opinion Resource (BPOR)
Accredited Land Consultant / ALCsm
Certified Property Manager / CPM
Counselor of Real Estate / CRE
Graduate, REALTOR Institute / GRIsm
Residential Accredited Appraiser / RAAsm
Seniors Real Estate Specialist / SRES
e-PRO
Certified Commercial Investment Member / CCIMsm
Certified Real Estate Brokerage Manager / CRBsm
General Accredited Appraiser, GAA
Performance Management Network / PMN
Seller Representative Specialist (SRS)
At Home With Diversity / AHWD
Military Relocation Professional / MRP

Other Active Licenses: Property Manager, Home Inspector, Builder, Mortgage Broker (NMLS), Insurance, No other Active Licenses

By signing below, I understand that I must attend mandatory orientation; fees are non-refundable after orientation date is confirmed, and No-Show fee is \$50. I agree to abide by all HHIMLS Rules & Regulations, By-Laws, and Compliance Guidelines.

Signature of Applicant

Date

For Non-Licensed Sales Assistants Only: I declare under penalty of perjury that I do not hold a real estate, appraiser, PMIC, Insurance or Mortgage license issued by the SCLLR or other State or Federal Agency. I must notify HHIMLS within 7 days if any of the above licenses are activated.

Initial

I, BIC, authorize approval of NLSA applicant.
BIC Signature (required for NLSA only)
Date

To Complete Application for New Member, please submit the following by 5:00 pm on Friday before next scheduled Orientation:

- Signed Agreement (AM101 for Associates / N100 for Non-Licensed Sales Assistants)
SC Real Estate License/Real Estate Appraiser License (except NLSA) must be active with a current member office. Verified by MLS Staff.
NLSA Only: VOE from Real Estate Office (ex: W-2 or 1099)
Copy of driver's license
Headshot Photograph: Submit a professional digital photo, at least 724 x 1086 pixels.
Non-refundable fee for setup, in the form of a company check or personal credit card (includes set up fee and current month dues)

Application Fees: \$300 - Licensed Agents, \$35.00 - Non-Licensed Sales Assistants, \$25.00 - Member Transfer
Payment Options: Charge Brokerage Credit Card on File, Credit Card Agreement Attached (M103), Brokerage Check

HHIMLS conducts a South Carolina Real Estate Audit each month. If the Associate Member deleted pursuant to this form remains active on the SCLLR Roster with the REB completing this form, at the time of audit the REB will be billed accordingly on the next billing cycle.

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ASSOCIATE MEMBER AGREEMENT

This ASSOCIATE MEMBER AGREEMENT, including the Application for Membership previously completed and signed by the Associate Member (the "Agreement"), made and entered into and effective as of the date the last party executes this Agreement (the "Effective Date"), is between Multiple Listing Service of Hilton Head Island, Inc., having its principal offices at P.O. Box, 5134, 18 Bow Circle, Hilton Head Island, South Carolina 29938 (hereinafter referred to as "HHIMLS"), and the undersigned individual associated licensee, as that term is defined in South Carolina Code § 40-57-30(1) (2005) or any recodification thereof, or Appraiser who is associated with a Full Member as more fully described on the last page hereof, having its offices at the address as set forth on the last page hereof as may be changed from time to time (hereinafter referred to as "Associate Member"), and is made with reference to the following facts and circumstances:

1. RECITALS.

1.1 HHIMLS is a multiple listing service company as it is defined in its Rules and Regulations.

1.2 HHIMLS collects, primarily from real estate professionals, through its computer technology and systems certain information including, but not limited to all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the counties of Beaufort, Jasper, Allendale, Bamberg, Barnwell, Colleton, Hampton and Orangeburg in the State of South Carolina and then aggregates and compiles the Listing Content and displays, maintains and distributes the HHIMLS Content, principally to and for the benefit of those same real estate professionals together with other products and services which facilitate the business of Associate Member. The HHIMLS Content as defined below includes data relating to boat slips, equities, shares, commercial, multi-family and residential properties listed for sale or rent, those that have been sold, those where the listing may have been withdrawn or may not have closed and includes unimproved and vacant properties.

1.3 Associate Member is a certified Appraiser with a Full Member or is a licensed real estate associate affiliated with a Broker-In Charge of a Full Member who has access to the HHIMLS System, HHIMLS Services and HHIMLS Content as a direct result of Full Member's participation in HHIMLS pursuant to the HHIMLS Full Member Agreement.

1.4 The parties desire to enter this Agreement which, in addition to the HHIMLS Rules, HHIMLS Compliance Guidelines, and Internet Display Rules will govern the use of the Listing Content, the HHIMLS Content, the HHIMLS System and the HHIMLS Services by the Associate Member.

NOW, THEREFORE, in consideration of the Recitals, and the mutual promises and covenants contained herein and intending to be legally bound, each party agrees as follows:

2. DEFINITIONS

Capitalized terms in this Agreement shall have the meanings set forth opposite each, respectively, as follows:

2.1 "Affiliate Member(s)" means any member of HHIMLS that is engaged in banking, mortgage lending, mortgage brokering and similarly related fields.

2.2 "Application(s) for Membership" means the forms created by HHIMLS for Real Estate Brokerage and Appraisal Firm Full Member, real estate and Appraiser licensee Associate Members and those engaged in other fields who are designated Affiliate Members by which such Member applies for membership in HHIMLS.

2.3 "Appraiser" means any person who is licensed under Title 40 Chapter 60 of the South Carolina Revised Statutes or any future recodification thereof and legally can perform real estate appraisal.

2.4 "Appraisal Firm" means an entity which pools resources in one or more facilities with Appraisers who work under that entity's name for the purpose of appraising real property.

2.5 "Associate Member(s)" means a member of HHIMLS who is an associated licensee, as that term is defined in South Carolina Code §40-57-30(1) (2005) or any recodification thereof, and who is associated with a Full Member or a

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Broker-In-Charge of a Full Member or is a certified Appraiser who is licensed by the South Carolina Appraisers Board who is associated with an Appraisal Firm and who has executed an Associate Member Agreement.

2.6 “Board of Trustees” or “BOT” means the group of individuals elected by the Full Members in accordance with the HHIMLS By-Laws, which group sets policy, rules, general business procedures and has the fiduciary responsibility of the operation of HHIMLS.

2.7 “Broker-In-Charge” or “BIC” means the term as defined in South Carolina Code §40-57-30(4) (2005) or any recodification thereof as any licensed real estate broker who is designated as having responsibility over the actions of its associated licensees and is affiliated with a Full Member.

2.8 “Business Day” means Monday through Friday except for HHIMLS holidays as follows: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas Day.

2.9 “Compilation” means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in the counties of Beaufort, Jasper, Allendale, Bamberg, Barnwell, Colleton, Hampton and Orangeburg in the State of South Carolina which are aggregated and compiled, displayed, maintained and disseminated and includes data relating to commercial, business opportunities, boat slips, equities, shares, and residential properties listed for sale, lease or rent, those that have been sold, and those with respect to which the sale has been cancelled or has not closed, and includes unimproved and vacant properties, in any format, including but not limited to, computer database or any other format whatsoever.

2.10 “Compliance Guidelines” means a document created by HHIMLS which specifically contains the guidelines for compliance with the Rules and Regulations and sets forth the processing and correction fees for violations of these Rules and Regulations.

2.11 “Designated Person” or “DP” means the person appointed by the Real Estate Brokerage or Appraisal Firm, in writing on file with HHIMLS, to attend all Full Member meetings in the absence of the Broker-In-Charge or Head Appraiser.

2.12 “Full Member(s)” means any Real Estate Brokerage Firm that is a member of HHIMLS, has a separately issued South Carolina REB office code number, has a Broker-In-Charge and holds an Ownership Interest in HHIMLS or an Appraisal Firm that is a member of HHIMLS, has a separately issued South Carolina Appraisal Board Code, has a Head Appraiser and holds an Ownership Interest in HHIMLS.

2.13 “HHIMLS Compliance Guidelines” means the guidelines established and adopted by the Board of Trustees of HHIMLS, as may be amended from time to time, to guide HHIMLS members in their compliance with the HHIMLS Rules and Regulations.

2.14 “Head Appraiser(s)” means a licensed Appraiser who is designated as having responsibility over the actions of its associated Appraisers and is affiliated with a Full Member.

2.15 “HHIMLS Content” means the aggregation and the Compilation of Listing Content.

2.16 “HHIMLS Services” means other products and services which facilitate the business of Members.

2.17 “HHIMLS System” means its computers technology and software and hardware system that support the technology, the HHIMLS Content and HHIMLS Services.

2.18 “Internet Display Rules” means the document created by HHIMLS entitled “Rules Applicable to Internet Data Display” which specifically contains rules that govern the display of the HHIMLS Content on the internet, including but not limited to display of the HHIMLS Content on a SmartFrame Website.

2.19 “Listing Content” means all data, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information about real properties in all counties in the State of South Carolina, and all Member roster information.

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2.20 "Members" means, individually or collectively, Full Members and Associate Members who hold current valid real estate licenses in the State of South Carolina and are capable of offering and accepting compensation to and from other Members or have the ability to receive referral fees and those who are registered and licensed by the appropriate state regulatory agency in the State of South Carolina to engage in the appraisal of real property.

2.21 "Non-Licensed Sales Assistant" means a person employed by or under contract with and authorized by a Broker-In-Charge to access the HHIMLS System and enter properties for sale through the listing input screen for the Full Member. The Non-Licensed Sales Assistant is registered with HHIMLS, does not hold an active South Carolina real estate license and does not pay fees or charges to HHIMLS.

2.22 "Ownership Interest" means all the rights, benefits and privileges of HHIMLS as well as the obligations of HHIMLS in compliance with the HHIMLS By-Laws and the HHIMLS Rules for Full Members.

2.23 "Real Estate Brokerage" or "REB" means an entity with a separate South Carolina real estate license identification and REB office code for the purpose of brokering the sale of properties in the state of South Carolina and that has a Broker-In-Charge and is the financially responsible party to HHIMLS.

2.24 "Registered Person" means the person chosen by the BIC or Head Appraiser and identified on the application form for HHIMLS Services as the person who assumes all responsibilities of the Broker-In-Charge or Head Appraiser in the event the Broker-In-Charge or Head Appraiser has left a Full Member REB or Appraisal Firm or fails to fulfill its duties, including financial, as required by Full Membership in HHIMLS. If the Registered Person is licensed to sell real estate in the State of South Carolina or is licensed by the State of South Carolina to appraise real estate, the Registered Person is the person responsible if the BIC or Head Appraiser was not performing its responsibilities required by HHIMLS of a Full Member. If the Registered Person is not licensed in the State of South Carolina, the Registered Person is the person authorized by the Full Member REB or Appraisal Firm to appoint a new BIC or Head Appraiser for the Full Member REB or Appraisal Firm.

2.25 "Rules" means the Rules and Regulations of HHIMLS which may be amended by HHIMLS from time to time.

2.26 "SmartFrame Website" means a framed IDX search of the Listing Content provided by HHIMLS and integrated directly into Member's existing website.

2.27 "Staff" means non-licensed employees of a Full Member.

2.28 "Team" means a group of two or more Associate Members within the same Real Estate Brokerage working together as a single, functional unit.

3. GRANT OF ACCESS.

Subject to the provisions, terms and conditions of this Agreement and the HHIMLS Rules, HHIMLS Compliance Guidelines, and the Internet Display Rules, HHIMLS hereby grants to Associate Member during the Term a limited, non-exclusive, non-transferable license to access the HHIMLS System, the HHIMLS Services and the HHIMLS Content for the purpose of adding, editing, reviewing, researching and retrieving the HHIMLS Content, using the HHIMLS System and the HHIMLS Services to conduct the Associate Member's real estate or appraisal business and integrating the HHIMLS Content into the SmartFrame Website.

4. METHOD OF ACCESS TO HHIMLS.

Associate Member shall access the HHIMLS System, HHIMLS Content, and the HHIMLS Services through various types of electronic communications furnished to Associate Member by HHIMLS and/or third-party vendors, upon the terms and conditions required by HHIMLS and the third party vendor. Access to the HHIMLS Content for purposes of integrating it into the SmartFrame Website shall be by way of RETS and SSL certificate. Associate Member understands and agrees that it must execute a separate agreement with HHIMLS and its website developer for authority to display HHIMLS Content on any website other than Associate Member's SmartFrame Website.

Multiple Listing Service of Hilton Head Island, Inc.

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Hilton Head Island, SC 29928
Phone: 843.785.9696
www.hiltonheadmls.com
memberservices@hiltonheadmls.com



5. SUBMISSION OF FULL MEMBER'S LISTING CONTENT.

5.1 Grant of Rights to HHIMLS. Associate Member, as the acquirer and provider of Listing Content relating to real estate properties for sale, including Associate Member's personal listing agent information, remarks, virtual tours, videos and photographs, hereby grants to its Broker-In-Charge of its Full Member and to HHIMLS, a perpetual, worldwide, royalty-free license to use, display and copyright all Listing Content entered by Associate Member into the HHIMLS System and to reproduce, use, distribute, display and grant access to the HHIMLS Content through the HHIMLS System and HHIMLS Services electronically and in such other form or in such other manner and to such third parties as HHIMLS deems appropriate.

5.2 Submitted Information. Associate Member hereby warrants that it will have a valid listing agreement prior to submitting any Listing Content to HHIMLS and warrants that Associate Member, buyers, sellers, photographers and all applicable third parties have assigned to Full Member all right, title and interest including all copyright rights and other intellectual property rights in and to all Listing Content submitted to HHIMLS through the HHIMLS System. Associate Member agrees Listing Content shall be submitted in the form and format and according to the procedures set forth in the HHIMLS Rules and Internet Display Rules and in accordance with the HHIMLS Compliance Guidelines and shall use reasonable care to ensure the accuracy and completeness of such submitted Listing Content. Associate Member shall be responsible for correcting and updating all submitted information in accordance with the HHIMLS Rules, HHIMLS Compliance Guidelines and the Internet Display Rules.

5.3 Copyright. HHIMLS may edit, manipulate and/or compile the Listing Content and tangible or intangible property items provided by the Associate Member without Associate Member's permission in accordance with the HHIMLS Rules, HHIMLS Compliance Guidelines and the Internet Display Rules. The Associate Member acknowledges that the manipulation or compilation being performed by HHIMLS will result in a database containing various Compilations of real estate data which are copyrightable material. By the act of submitting any Listing Content to HHIMLS, the Associate Member hereby assigns its right, title and interest to copyright the Listing Content in the Compilation to Full Member and HHIMLS and consents to the use of its contributions in such copyrighted material including the bringing of all actions and causes of action and warrants it will not challenge, interfere with or violate such copyright and warrants that it will not seek compensation therefor.

5.4 Internet Display And Other Third Party Use. HHIMLS may use, or may arrange for third parties to use, the HHIMLS Content in products and services including, but not limited to, reference materials, books, brochures, flyers, electronic transmissions, advertisements, Internet or other computer network displays, on-line data, computer programming, and software, regardless of the form, whether printed, electronic, digital, magnetic media, or otherwise. By the act of submitting any Listing Content to HHIMLS, the Associate Member hereby assigns its right, title and interest to allow Internet display and other third party use of the Listing Content in the Compilation of HHIMLS and consents to such uses and warrants that it will not challenge, interfere with or violate such uses and warrants that it will not seek compensation therefor.

6. CONDITIONS, PROHIBITIONS AND LIMITATIONS ON ACCESS.

6.1 Compliance with Rules and Notification of Changes. Associate Member understands and acknowledges that the Rules, Bylaws, Internet Display Rules and Compliance Guidelines are available online and certifies it has read a copy of the documents and agrees to comply with the HHIMLS Rules, Bylaws, Internet Display Rules and HHIMLS Compliance Guidelines as may be amended from time to time. Associate Member agrees to submit disputes, if Associate Member is a non-REALTOR®, to HHIMLS and, if Associate Member is a REALTOR®, to its appropriate REALTOR® Association.

6.2 Use Prohibitions. Associate Member agrees that it will not reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit, or in any manner commercially exploit or allow anyone else to reproduce, redistribute, publish, display, retransmit, broadcast, electronically manipulate, sell, license, rent, transmit or in any manner commercially exploit the HHIMLS Content or any portion thereof in any format to anyone for any purpose other than the selling, listing or appraising of real estate. Under no circumstances shall Associate Member receive any form of compensation for the HHIMLS Content or for unauthorized access to the HHIMLS Content from any third party for any reason. Associate Member acknowledges that the HHIMLS Content is confidential and its use is restricted to Associate Member.

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6.3 Certain Data Subject To Consent Withdrawal. Associate Member acknowledges that certain of the HHIMLS Content available through the HHIMLS System are subject to the continued consent of supplying third parties. If at any time any supplying third party's consent is withdrawn, all information supplied by such party shall be removed from the HHIMLS Content.

6.4 Consumer Privacy and Information Security. Associate Member agrees to comply with all applicable consumer privacy and information security laws. In the event of a breach of Associate Member's computer network or computerized systems containing HHIMLS Content by unauthorized persons, or in the event of an unauthorized disclosure, loss, or theft of Associate Member's access identification or laptop, storage drive, or other device which may contain personally identifiable information or HHIMLS Content, Associate Member agrees to notify HHIMLS in writing within two (2)-business days of discovery of such event. Associate Member agrees to use commercially reasonable security measures to protect the HHIMLS Content.

6.5 Membership Status. Associate Member acknowledges that if Associate Member is no longer a member of HHIMLS or if Associate Member's status with HHIMLS is inactive, Associate Member shall not be granted access to the HHIMLS Content, HHIMLS System and HHIMLS Services, and Associate Member's SmartFrame Website shall be disabled, until Associate Member's status is returned to active.

6.5 Teams. Associate Member may join a Team, so long as all members of the Team are active Members of HHIMLS. All Team advertising must conspicuously disclose the existence of a Team, the Team Name, and the Real Estate Brokerage under which the Team operates. Associate Member acknowledges it is jointly responsible for compliance with applicable law and the Rules by all Team members.

7. SET UP COSTS.

Associate Member is responsible for obtaining and maintaining in proper working order all personal computers, Internet connections, and computer software and shall bear all programming, technology and methodology expenses relating to the integration of HHIMLS Content into the SmartFrame Website or any costs that may be necessary or useful for maintaining the SmartFrame Website, accessing and using the HHIMLS Content, the HHIMLS System and the HHIMLS Services and for the proper use thereof. Associate Member shall not be entitled to a refund of any fees under any circumstances for any hardware, software or Internet connection that is unable to access the HHIMLS System or the HHIMLS Services. HHIMLS may provide technical support for the integration of the HHIMLS Content into the SmartFrame Website at the rate of One Hundred and Twenty-five Dollars (\$125.00) per hour with a one (1) hour minimum.

8. PROPRIETARY RIGHTS.

Associate Member acknowledges that the HHIMLS Content, the HHIMLS System and the HHIMLS Services are valuable commercial products, the development of which has involved the expenditure of substantial time and money, that the HHIMLS Content may include textual, statistical, financial, photographic, video and audio components which are proprietary information of HHIMLS under copyright, and have been furnished to Associate Member in trust. All rights, title and interest in the HHIMLS Content, the HHIMLS System and the HHIMLS Services, including the ownership of the copyright therein, shall at all times remain vested in HHIMLS. Except for the rights granted Associate Member herein, Associate Member agrees and understands that HHIMLS shall remain the exclusive owner of all rights, title, and interest in the HHIMLS Content, the HHIMLS System and the HHIMLS Services licensed hereunder and all copyrights and renewals thereof, heretofore and hereafter secured therein. All publication, dissemination and other rights in and to the HHIMLS Content, the HHIMLS System and the HHIMLS Services licensed hereunder are reserved for HHIMLS in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by HHIMLS, its respective assignees or grantees at any time and from time to time without obligation or liability to Associate Member.

9. IDENTIFICATION NUMBERS.

9.1 User ID and Password. HHIMLS shall provide Associate Member a user identification and password to participate in and access the HHIMLS Content, the HHIMLS System and the HHIMLS Services. Each token, user ID and password shall be personal to the individual and may not be used by any other person. The Associate Member shall be responsible for the security and safe keeping of its token, if applicable, and its password.

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9.2 Secure Computing. HHIMLS reserves the right to establish additional security measures and establish practices and procedures to safeguard the HHIMLS Content, the HHIMLS System and the HHIMLS Services and Associate Member agrees to abide by such security measures and procedures to safeguard the HHIMLS Content, the HHIMLS System and the HHIMLS Services.

9.3 Confidentiality. Associate Member shall treat the access identification as private, confidential and personal and shall safeguard and maintain its confidentiality. Use by any other person or entity shall be considered as theft. Associate Member shall be liable for any consequences that may result from unauthorized disclosure of Associate Member's access identification, whether intentional, negligent or inadvertent, including but not limited to immediate termination of this Agreement and liability for liquidated damages. Associate Member acknowledges that HHIMLS may seed the HHIMLS Content and watermark digital photographs, virtual tours, videos or other media and undertake monitoring on a regular random basis such that violations of the security of Associate Member's access identification will be detected. This obligation to maintain confidentiality shall survive the termination of this Agreement.

10. HHIMLS USE OF ASSOCIATE MEMBER INFORMATION.

HHIMLS reserves the right to distribute to prospective Associate Members and other third parties certain non-confidential information concerning Associate Member. In addition, HHIMLS may collect and compile information regarding frequency of use of, or specific uses, of the HHIMLS Content, the HHIMLS System and the HHIMLS Services by all users, including Associate Member.

11. TERM AND TERMINATION.

11.1 Term. The term of this Agreement shall be one (1) year commencing upon the Effective Date and shall automatically extend for additional one (1) year terms unless sooner terminated in accordance with Section 11.1 or 11.2.1, or upon cancellation by either party upon twenty-four (24) hours written notice to the other party.

11.2 Termination. This Agreement and the rights granted hereunder may be terminated by either party in the event that the other party has not performed any material obligation or has otherwise breached any material term of this Agreement. HHIMLS may immediately terminate this Agreement in the event Associate Member is no longer licensed to practice real estate in the State of South Carolina.

11.2.1 Promptly upon any termination of this Agreement, HHIMLS shall deactivate Associate Member's access identification numbers, and Associate Member shall have no further access to the HHIMLS System, the HHIMLS Content or the HHIMLS Services and Associate Member's SmartFrame Website shall be disabled. Associate Member acknowledges that HHIMLS shall have no obligation to refund any fees or charges or any portion thereof paid to HHIMLS prior to termination.

12. HHIMLS SERVICE MARKS AND LOGOS.

Associate Member shall have the right, during the term of this Agreement, to use the HHIMLS trade name and logo for the HHIMLS Services as available, in advertising, promotion and marketing materials solely for the purpose of announcing Associate Member's use of the HHIMLS Services to prospective customers. Associate Member acknowledges that the HHIMLS logo must be displayed on every screen of the SmartFrame Website and every photograph from the HHIMLS Content displayed on the SmartFrame Website shall contain the HHIMLS watermark. Associate Member may republish any description of the HHIMLS Services which have been published by HHIMLS, provided the description is republished on a verbatim basis, but shall not, under any circumstances, make any unauthorized representations or warranties regarding the HHIMLS Services or any HHIMLS Content.

13. WARRANTY DISCLAIMER.

ASSOCIATE MEMBER EXPRESSLY AGREES THAT THE HHIMLS SERVICES, THE HHIMLS SYSTEM, THE HHIMLS CONTENT AND THE SMARTFRAME WEBSITE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, AND THAT USE OF THE HHIMLS SYSTEM, HHIMLS SERVICES, THE HHIMLS CONTENT AND THE SMARTFRAME WEBSITE ARE AT THE SOLE RISK OF ASSOCIATE MEMBER. HHIMLS DOES NOT WARRANT THAT THE HHIMLS

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SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND HHIMLS MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY HHIMLS CONTENT AVAILABLE THROUGH THE HHIMLS SYSTEM, THE HHIMLS SERVICES AND THE SMARTFRAME WEBSITE. HHIMLS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HHIMLS DOES NOT WARRANT THAT THE HHIMLS CONTENT IS ERROR-FREE, NOR THAT IT WILL MEET ASSOCIATE MEMBER'S REQUIREMENTS, NOR THAT ANY ELECTRONIC TRANSMISSION THEREOF WILL OPERATE IN AN ERROR-FREE MANNER.

14. LIMITATION OF LIABILITY.

14.1 Limitations and Exclusions. Neither HHIMLS nor any of its officers, directors, employees, shareholders, agents, or representatives shall be liable to Associate Member or anyone else for any direct, indirect, incidental, special, or consequential damages that result from the use of, or inability to use, The HHIMLS Content, the HHIMLS System, the HHIMLS Services and/or the SmartFrame Website, including but not limited to, (a) reliance by any Associate Member or authorized user on the HHIMLS Content or other information obtained through use of the HHIMLS System, the HHIMLS Services or the SmartFrame Website or (b) that result from mistakes, omissions, deletions or delays in transmission, interruptions in telecommunications or Internet connections to the HHIMLS System, the HHIMLS Services and/or the SmartFrame Website, viruses or failures of performance, whether caused in whole or in part by negligence, acts of god, telecommunications or Internet failure, theft or destruction of, or unauthorized access to the HHIMLS Content, the HHIMLS System, the HHIMLS Services and/or the SmartFrame Website or related information, records or programs.

14.2 Maximum Aggregate Liability. In no event shall any liability of HHIMLS, its officers, trustees, employees, those with an Ownership Interest, agents, or representatives arising out of any claim related to this Agreement exceed the aggregate amount paid by Associate Member hereunder in the twelve (12) months immediately preceding the event giving rise to such claim.

15. LIQUIDATED DAMAGES.

Associate Member acknowledges that damages suffered by HHIMLS from access to or use of the HHIMLS Content, the HHIMLS System or the HHIMLS Services by an unauthorized third party as a result of disclosure of Associate Member's access identification information would be speculative and difficult to quantify. Accordingly, as a material inducement to HHIMLS to enter into this Agreement with Associate Member, Associate Member agrees that in the event that any disclosure of Associate Member's access identification information, results in access to or use of the HHIMLS Content, the HHIMLS System or the HHIMLS Services by or for an unauthorized third party, regardless of whether such disclosure is intentional or negligent, Associate Member shall be liable to HHIMLS, at HHIMLS's option, for liquidated damages in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00).

16. ASSOCIATE MEMBER AUTHORIZATION TO ENTER THIS AGREEMENT.

Associate Member represents and warrants it is a duly licensed real estate professional in the state of South Carolina and a licensee of an HHIMLS Full Member as listed on the signature page of this Agreement, as may be changed from time to time upon notice to HHIMLS.

17. INDEMNIFICATION BY ASSOCIATE MEMBER.

Associate Member shall protect, defend, indemnify and hold harmless HHIMLS and its officers, trustees, employees, those with an Ownership Interest, agents, or representatives from any and all liability, damages, loss or expense, including reasonable fees of attorneys and other professionals, arising from any claim, demand, action or proceeding initiated by any third party against any of them based upon the negligent, intentional or illegal acts of Associate Member, including but not limited to: (a) inaccuracy of any Listing Content supplied to HHIMLS by Associate Member, (b) any unauthorized use of Associate Member's access identification number, (c) any unauthorized use of the HHIMLS Content, or (d) infringement of any proprietary or contract right of any third party as a result of the availability of the HHIMLS Content through the HHIMLS System and the HHIMLS Services. Associate Member shall assist HHIMLS, at Associate Member's expense, in the defense or settlement of any claim to which these indemnification obligations apply. These

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indemnification provisions shall survive the termination of the Associate Member's participation in HHIMLS and the termination of this Associate Member Agreement.

18. INJUNCTIVE REMEDIES.

Associate Member acknowledges and agrees that the HHIMLS System, the HHIMLS Services and HHIMLS Content are confidential and proprietary products and that in the event there is an unauthorized disclosure of such by Associate Member, no remedy at law may be adequate. Therefore, Associate Member agrees that in the event of such unauthorized disclosure or use of the HHIMLS System, the HHIMLS Services or HHIMLS Content, HHIMLS may seek injunctive relief or other equitable remedies against Associate Member in addition to all available remedies at law.

19. LEGAL FEES AND COSTS.

In the event legal action is taken against Associate Member or HHIMLS, and HHIMLS prevails in obtaining equitable relief or monetary damages, Associate Member will be obligated to reimburse HHIMLS for the reasonable attorneys' fees, costs and expenses it incurred in pursuing such legal action. Associate Member will also be responsible for any legal fees and costs incurred by HHIMLS in enforcing any order or collecting a judgment.

20. MISCELLANEOUS.

Associate Member agrees and acknowledges that HHIMLS may change the terms of this Agreement as the result of any amendments to the HHIMLS Rules, HHIMLS Compliance Guidelines or Internet Display Rules. Waiver by HHIMLS of any breach of any provision of this Agreement by Associate Member shall not be construed as a waiver of any subsequent breach. Any notices required or permitted to be given hereunder shall be delivered personally or sent to each party at the addresses as set forth in this Agreement by certified mail, return receipt requested, or by other accountable means such as Federal Express or UPS or by confirmed facsimile. This Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. This Agreement may not be assigned by Associate Member without the prior written consent of HHIMLS. This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

Associate Member:

Multiple Listing Service Hilton Head Island, Inc.

Print Name

Signature of Associate Member

Name of REB or Appraisal Firm (please print):

By: _____
Colette Stevenson
Chief Executive Officer

Name of Individual BIC or Head Appraiser
(please print)

Associate Member South Carolina License # _____

Date: _____

Date: _____