OPERATING POLICIES & PROCEDURES MANUAL

PURPOSE

This document sets forth the Service's operating policies and procedures as adopted by its Board of Directors (BOD) to provide the specific direction necessary to implement the provisions and requirements of My Florida Regional MLS, Inc dba Stellar MLS (THE SERVICE) Bylaws, Rules & Regulations, as well as policies and procedures the Board deems necessary for its efficient operation.

UPDATING

This Manual is updated periodically as new policies and procedures are adopted, existing ones are modified, or amendments are made to the Bylaws or Rules & Regulations.

RECOMMENDED CHANGES

Any suggestions for additional policies or requests for review of existing policies should be submitted in writing to the Vice President of MLS Services for review, consideration and recommendation by the appropriate committee to the Board regarding its disposition.

Adopted by Board of Directors
May 11, 2012
Last Revision Approved by Board of Directors on April 24, 2025

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SECTION I. LEADERSHIP AND GOVERNANCE

A. SHAREHOLDERS

1. Composition: All shares in the corporation are held by sixteen shareholder associations/boards that have joined THE SERVICE and had their listings incorporated into the master THE SERVICE database.

2. Major Decisions: Major decisions are outlined in the Bylaws Article III, Section 8.

3. Shareholder Representation: The designated representative from each shareholder association, normally the Association/Board's Chief Elected Officer (or his or her designated representative), is entitled to participate and vote their proportionate number of shares at all shareholder meetings. If the representative is not the President of the shareholder association, written notice of the substitute designee must be sent to the Corporate Secretary in writing prior to the meeting.

B. BOARD OF DIRECTORS (BOD)

1. Overview. Policy making is vested in the Board of Directors (BOD). The BOD consists of the Officers, President, President-Elect, Treasurer and the immediate Past President and the elected directors. The shareholders fill vacancies occurring in their representation during the year. All Officers and directors must be REALTOR® members of a shareholder association and a THE SERVICE Participant or Subscriber, or in the case of the Corporate Secretary, a shareholder association or THE SERVICE staff.

2. Classification of Directors, Director Appointments and composition of BOD meeting requirements is outlined in the Bylaws, Article IV:
    a. Board Action between Meetings: When a decision needs to be made that cannot be delayed until the regular meeting of the Board of Directors, an email or teleconference vote may be taken at the direction of the President. In such votes, a two-thirds vote of all members of the BOD shall be required for adoption of a motion.

3. Guest Attendance at meetings of THE SERVICE Board of Directors:
    a. Purpose: Under Florida law, for profit corporations such as THE SERVICE are not required to allow guests to participate or attend Board of Directors meetings. This policy will define the options for attendance of guests at regular or special meetings of THE SERVICE Board of Directors.

    b. Guest Defined: A guest at a meeting of THE SERVICE is defined as the Association Executive and appointed representative from a Customer Association of THE SERVICE; a third-party vendor invited to address the Board of Directors; or the Shareholder Association/Board Leadership who may wish to attend. Shareholder Association Executives and THE SERVICE staff members are not considered guests. Individual Participants and/or Subscribers are not considered guests; refer to (Section 1.B.4), Board of Directors/Participant or Subscriber Request to Appear before THE SERVICE Board of Directors.

    c. Requirements for Guest Participation in THE SERVICE Board of Directors meetings:
        i. To safeguard the confidentiality of the organization's deliberations THE SERVICE Confidentiality Agreement must be signed at each meeting a guest may attend.
        ii. Advance notice in writing (email is acceptable) of attendance of Shareholder Association/Board Leadership, other than those who are invited in advance by THE SERVICE, must be provided to THE SERVICE administrative staff at least forty-eight (48) hours in advance of a regular Board of Directors meeting.

iii. Shareholder Association/board leadership invited to participate in the welcome and Pledge of Allegiance to our flag and may stay for the meeting at their option, by signing the required Confidentiality Agreement at the beginning of the meeting.
iv. Guests at THE SERVICE Board of Directors meeting may not make motions or vote on any action items.
v. Guests may not participate in the group's deliberations or provide opinions unless specifically recognized by the presiding officer; such permission shall not be unreasonably withheld.
vi. Business partners, service providers and presenters that are invited to attend the meeting for purposes of a demonstration or to address the Board of Directors in person will be excused from the meeting upon completion of the presentation or discussion.
vii. All guests will be excused for confidential matters and/or executive sessions of THE SERVICE Board of Directors.
viii. Aside from those guests listed above and approved Participant or Subscriber appearances (Section 1.B.4) THE SERVICE meetings are closed.

4. Participant or Subscriber Requests to appear before THE SERVICE Board of Directors:
   a. Purpose: This policy provides the process for THE SERVICE Participant or Subscriber to request the opportunity to appear before THE SERVICE Board of Directors.

   b. Right to Appear: Any Subscriber may request an appearance before the Board of Directors by submitting a written or email request to the President and CEO detailing the reason for the request to appear. Any such request must be received at least seven (7) business days prior to the next regular meeting of THE SERVICE Board of Directors. Requests not received at least seven (7) business days of the next Board of Directors meeting will be considered for the next regular meeting. All requests will be referred to the Executive Committee for review.

   c. Purpose of Request: THE SERVICE Board of Directors is charged with the overall health of the organization and may not be the appropriate venue for individual MLS Subscriber issues or concerns in all cases. The request to appear must be detailed sufficiently to allow the Executive Committee the opportunity to review the request and determine the best course of action.

   d. Determination of Action: The Executive Committee will determine:
      i. If the request should be considered first by a specific committee or council for possible action, the matter will be referred to the proper committee and will appear on the next agenda for that committee or council.
      ii. If the request involves (or should involve) the Hearing Procedures outlined in THE SERVICE Rules and Regulations, the customer will be referred to administrative staff for more information on the Hearing Process.
      iii. If the request is administrative in nature and should be handled by Executive Staff, the matter will be referred to THE SERVICE CEO.
      iv. If the request involves THE SERVICE Director, Executive Committee Member or the CEO, the matter will be reviewed and action to be taken (if any) will be decided by the Executive Committee. At the discretion of the Executive Committee, the MLS Participant or Subscriber requesting to appear may be invited to meet with the Executive Committee. ***Note:*** *Requesting removal of an officer or director from the Board of Directors will be handled in accordance with THE SERVICE Bylaws.*
      v. If the request is approved, the Participant or Subscriber will be invited to the next face-to-face meeting of THE SERVICE Board of Directors.
      vi. In all situations noted above, confirmation of the Executive Committee's decision will be sent to the Participant or Subscriber. The Executive Committee's recommendation will be final.

e. Participant or Subscriber Appearance at a Board of Directors Meeting: Should a participant or Subscriber be scheduled to appear before the Board of Directors (in accordance with Section 1.B.3 above), the agenda for the Board of Directors will be adjusted to allow the Participant/Subscriber to address the group at the beginning of the meeting up to 10 minutes will be allowed on the agenda unless extended by the presiding officer. After the presentation, and before any discussion takes place among the Directors, the MLS Participant or Subscriber will be excused. The Participant or Subscriber will receive a written (USPS or email) response from the Board of Directors within seven (7) business days of the appearance.

SECTION II. MEMBERSHIP CLASSIFICATIONS, STATUSES, REQUIRED NOTIFICATIONS

A. MEMBER /SUBSCRIBER CLASSIFICATION AND NOTIFICATIONS

1. Principal Brokers as Participants (Members): Under Florida law and in accordance with NAR's MLS policies, principal brokers are the actual members (NAR term: "Participants") in an MLS since only they can cooperate with other principal brokers under state law. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their client(s).

2. Broker Associates and Salespersons: Gain access as "subscribers" only through their principal broker's membership and cannot join THE SERVICE directly.

3. Shareholder/Customer Association Broker Eligibility: Any Realtor® member broker of a shareholder or customer association may join THE SERVICE. All individuals licensed with that broker, whether Realtor® members or non-member salespersons, are then required to become subscribers.

4. Non-REALTOR® Participants: A duly licensed broker and/or certified appraiser, electing not to hold REALTOR® membership, may join THE SERVICE as Non-REALTOR®/Thompson Participant in accordance with a ruling by the 11th Federal District Court. In these cases, THE SERVICE headquarters staff will act as their Local Service Center. While Non-REALTOR®/ Participants and their licensees receive all THE SERVICE services just as any other Participant, an appropriate fee differential is charged to reflect the added administrative costs of servicing them and those local, state and national REALTOR® Association services such as MLS Rules & Regulations policy drafting and promulgation, monitoring federal legislation and departmental initiatives to ensure compliance with FTC and DOJ guidelines regarding MLSs, defending MLS policies in legal proceedings, and NAR/FR legal support. These are funded solely by other Participants' REALTOR® dues which Thompson participants do not pay.

5. At-Large Members: Under NAR's Board of Choice provisions, Participant membership is available to REALTOR® participants licensed in the State of Florida who are from non-STELLAR shareholder associations. The Participant and any interested agents must join through a shareholder association/board and pay the appropriate fees.

6. Multi Licensed Participants: If the Participant is multi-licensed and has more than one office, the primary access account will have full access. All other accounts will be marked as "Waived" and that account will not have access to the MLS system. If the Participant wants individual access under the additional ID's, STELLAR will charge the costs outlined in Article 10 of the Rules and Regulations for a new office.

7. Unlicensed Assistants: All individuals who do not hold an active Real Estate license are eligible for Assistant access as long as the office or subscriber they are working for remain in good standing.

8. REALTOR® Emeritus: The annual THE SERVICE participation fee will be waived and not invoiced for any Participant/Subscriber in a Shareholder Association/Board designated as a REALTOR® Emeritus by the National Association of REALTORS®, Please note that the dues waiver does not take effect until the dues year immediately following the Board of Directors' approval. If the REALTOR® Emeritus status is awarded to a Broker Participant, the annual fee waiver only applies to one office account. If awarded during the current billing cycle, the Participant/Subscriber Emeritus status will not take effect until the following billing cycle.

9. Fee Waivers: Other than for those designated as a REALTOR® Emeritus and National Guard and Reserve members recalled to active duty. As a general rule, THE SERVICE does not grant fee waivers for any reason. However, participants and subscribers may request special consideration by the Board of Directors in extreme instances.

10. Military Waivers: Any National Guard and Reserve members recalled to active duty may request a "Military" Waiver of MLS fees for the current/billing period. Waived accounts would not have access to the MLS system or services. Once returning from active duty, pro-rated MLS fees will be applied to the account and MLS access reactivated.

B. INACTIVE STATUS BY ASSOCIATION/BOARD

When THE SERVICE is notified by the Local Service Center that a Participant or subscriber in good standing is being inactivated, their status is changed to "Inactive". The only exception is when a subscriber is changing to a non-member salesperson for which their MLS access will remain active through the current MLS billing cycle.

C. SERVICE REACTIVATION AFTER SUSPENSION BY THE SERVICE

Former individual Participants and Subscribers who wish to reactivate after suspension for non-payment of outstanding fees must pay all fines or other miscellaneous charges left outstanding at time of termination, along with reactivation fee.

1. If reactivating on or before August 31, and the Participant/Subscriber was active during annual billing and then suspended as of June 1, reactivation fee plus full annual MLS fees.

2. If rejoining after August 31, and the Participant/Subscriber was active during annual billing and then suspended as of June 1, reactivation fee plus prorated annual MLS fees.

D. REJOINING AFTER TERMINATION BY THE SERVICE

Former Participants or Subscribers who have been inactive for a period of more than one billing cycle and wish to rejoin must pay all fines or other miscellaneous charges (if any) left outstanding at the time of prior termination. Additionally, a new office set-up fee will be charged, plus prorated MLS fees. Subscribers would pay a new customer setup fee, plus prorated fees.

SECTION III. FEES, ANNUAL BILLING, APPLICATION PROCESS, ASSISTANTS, REFUNDS

A. FEE SCHEDULE, PRORATION

1. The MLS Fees, service charges and proration are outlined in Article 10 of the Rules and Regulations.

2. Service Year: THE SERVICE annual fees are based on the "Billing Service Year" of June 1 through May 31st.

3. Transfer of Office Set-Up Fee: The current Participant may transfer the office to a new Participant without the new Participant incurring a new individual Set-up Fee as long as the new Participant is

a member in good standing. If the new Participant is not already a member of STELLAR, then the individual Set-up fee must be paid before the change in Participant will be made. (Adopted 1/20/12)

4. Local Service Center (LSC) Fees: In accordance with the Federal Court's Sandicor MLS ruling, each shareholder association establishes its Local Service Center Fee independently. As a convenience, STELLAR adds this fee to its annual Participation Fee billing and forwards it directly to the respective association.

5. In keeping with the intent of the Federal court ruling in the "Sandicor" case, local service center fees are considered confidential and STELLAR staff is prohibited from disclosing them to the subscribers or staff of other shareholder associations.

6. Additional Local Service Center Fees for Entering & Changing Listings: Each LSC may set an appropriate locally determined feed for performing these services and retain the fees collected:

    a. Association Loaded Listings – Entering and making changes to listings for their own subscribers once appropriate documentation is loaded.
    b. Statewide Out of Area Listings – Entering and maintaining listings for Participants whose MLS is a signatory to FR's Statewide MLS Reciprocal Program.

B. ANNUAL BILLING PROCESS, DEADLINES, SUSPENSION/TERMINATION

1. Annual Billing: Notification of the posting of annual fee invoices will be emailed to all customers. Participants and subscribers are responsible for ensuring that Stellar MLS has current contact information on file. Any change in email addresses or other contact information must be updated through the Participant or Subscriber's local service center (LSC) within ten days. Failure to receive billing communications due to an invalid email address, shall not exempt Participants and subscribers from the imposition of late or reinstatement fees. Requests for waivers of fees assessed as a result of invalid or undeliverable email address, will not be considered.

2. Responsibility for Payment: Even though the broker is the actual MLS Participant and responsible for the payment of all fees attributable to his or her associate subscribers who hold an active license with the Participants office, as a courtesy, STELLAR invoices each subscriber for their individual portion of the broker's total fee as referenced in Article 10 of the Rules and Regulations.

3. Payment Deadline: To be considered "on-time", payments must be received at either STELLAR 's regional offices or a Local Service Center office that accepts MLS fees by 5:00 p.m. (Eastern) on the due date or the next business day if the due date falls on a weekend or federally recognized holiday.

4. Individual Service Suspension: Beginning with the start of the new service year on June 1, service is suspended for all unpaid Participants and subscribers and will remain suspended until the account has been paid in full, including any outstanding fines or other miscellaneous fees left outstanding at the time of suspension.

5. Broker/Office Add/Edit Suspension: If the broker Participant and/or any of his or her subscribers remain unpaid on or around June 30th and the broker has not notified STELLAR of terminations or transfers for these unpaid associates, the broker Participant, and all subscribers in the office will lose the ability to add or modify listings until the billing and non-billing issues are resolved or the unpaid subscriber is removed from the office.

6. Broker/Office Suspension: In the event that the broker Participant, and/or any of their subscribers have outstanding payments, seven days after the loss of add/edit access, access to the MLS will be suspended for the entire office. This suspension will remain in effect until the billing and non-billing issues are resolved or the unpaid subscriber is removed from the office.

7. Payment Terms and Conditions: To maintain financial integrity and manage operational risks effectively, after two instances of any payment resulting in insufficient funds from a participant or subscriber, Stellar MLS reserves the right to require alternative forms of payment. These alternative forms may include cashier's check, money order, or credit card to ensure timely and reliable transaction completion.

8. Account Re-activation Policy: An account seeking re-activation that has an open balance from previous subscriptions—including, but not limited to, violations, NSF fees, and subscription fees, the account will not be re-activated until all outstanding balances are cleared and verified through the financial institution. This policy is to ensure that all financial obligations are met in accordance with our commitment to equitable service provision and operational transparency.

C. POLICY FOR UNLICENSED OFFICE & PERSONAL ASSISTANTS

PURPOSE

This policy would establish uniform procedures and fee structures for unlicensed office and personal assistants to be granted access to the MLS system.

RATIONALE

STELLAR has attempted to accommodate offices and assistants by charging only minimal fees for unlicensed assistants to access the system. However, experience has shown that, as users, serving these individuals has required STELLAR to absorb the costs of their ongoing training, Help Desk assistance and administrative record keeping. In addition, the increased emphasis on database integrity and security also requires that their access be tracked and monitored individually, as with any other user.

Access Policy for Unlicensed Administrative Staff and Personal Assistants

1. Assistant Defined: An employee without an active real estate or appraiser license who is employed by a Broker Participant (Broker) as administrative and/or clerical staff, or as a personal Assistant for either a Broker or a Subscriber (referred to as employer) in his/her firm may be registered with Stellar MLS (STELLARMLS) as an Assistant and be given access to and use of MLS content. Any person with a Realtor or appraisal license may not be an unlicensed assistant. If an Assistant receives or reinstates their license, they must inform Their Local Service Center and change to the proper account type. One assistant account may be granted per person.

2. Authorization Process: All requests for Assistant access must be submitted in writing on the required STELLARMLS Authorization form and must be fully completed and signed by the Broker Participant (Broker) for his/her administrative staff and by the Broker and the employing Agent if the request is for an individual personal Assistant. The Authorization form must be submitted to the employers Local Service Center (LSC).

3. Access Levels: The following levels of access may be granted to an Assistant based on the employer's certified need.
    a. AA (Agent Assistant): Agent Personal Assistant (listing entry/update through Identity Share)
    b. OA (Office Assistant): Broker Administrative Staff or Broker Personal Assistant Only (listing entry/update for any agent within the office)
    c. CA (Corporate Assistant): Broker Administrative Staff or Broker Personal Assistant Only (listing entry/update for any agent within the main and any branch offices of the firm)

4. Identity Verification: The employer's (LSC) will verify the Assistant's identity from their driver's license and will perform an on-line check of DBPR records to ensure they are not actively licensed. Stellar may revoke access to the MLS for any Unlicensed assistant account that is found to have an active realtor or appraisal license.

5. User ID Number: Each applicant will be issued a unique, 9-digit personal User ID number assigned by the LSC with the numbering method at the discretion of the LSC.
    a. Use of NRDS Numbers: If the LSC chooses to issue NRDS numbers to Assistant's, the Assistant ID will be used by STELLARMLS and the LSC for tracking and access purposes only; LSC will be responsible to ensure that the Assistant's ID is not transmitted to NAR's NRDS system.
    b. Re-use of suspended or terminated Assistant ID: A suspended/terminated Assistant ID cannot be re-assigned to a new Assistant with a different employer in a different company due to the unique history and education tracking for the previous Assistant.

6. Employer Change or Transfer of Assistant's Employer:
    a. Change or Transfer: If an Assistant either moves to the employ of a different Broker or Agent or if the Assistant's current employer transfers to another firm within the same or a different LSC, the existing Assistant ID must be suspended until a new Authorization form is received with all required signatures, including the new Broker Participant's signature. Assignment of a new Assistant ID when transferring to another company may be required by the LSC.
        i. Broker paid assistant account: This account maybe transferred from one assistant within the brokerage to another within the brokerage by informing the LSC and paying a transfer fee.
        ii. Assistant paid assistant account: This account may transfer to another brokerage at any time with a letter from the original broker acknowledging that the fees were paid by the assistant.

    b. Fees for changes or transfers within 30 days of suspension: STELLARMLS will not charge a re-activation fee provided the Assistant account has not been inactive for more than 30 days; however, there may be fees charged by the LSC.

    c. Fees for changes or transfers more than 30 days after suspension: If an Assistant's account is not reactivated within 30 days of suspension it will be considered terminated and a new Authorization form, payment of the current STELLARMLS set-up fee, a prorated amount through the next annual billing cycle, and any fees charged by the LSC will be required. Once the account is terminated any attempt to reactivate the account must be made by contacting the LSC.

9. STELLAR MLS Mandatory Training: To gain access to listing maintenance Assistants must first complete the Add/edit course and are required to take the mandatory Compliance 101 and Basic Matrix Classes within 60 days of application, unless verification of attendance within the last year is provided to STELLAR MLS. Assistants are also required to attend Stellar MLS Compliance Refresh training course every 2 years. The classes can be taken on-line or in-person at the employing Broker or Agent's LSC. If the Mandatory Training class is not completed within 60 days of the application, the Assistant's account will be suspended by STELLAR MLS until notification that the class has been completed is received; if class has not been completed within 30 days of suspension, STELLAR MLS will consider the account to be terminated and re-application and payment of all new user setup fees and pro-rated annual fees will be required, including any fees assessed by the LSC.

10. Broker/Agent Employer Responsibilities:
    a. To ensure that, as the employer, the Assistant abides by all STELLAR MLS rules, regulations and policies;

    b. To accept full responsibility for making sure that the Assistant's account is not miss-used or shared by the Assistant;

c. To remedy any violations, including payment of any fines assessed based on the Assistant's actions, whether it is for listing input violations or for any other finable violation of STELLAR MLS's rules;

d. To promptly report to their LSC or STELLAR MLS if an Assistant is no longer in the employ of the Broker or the Agent so that the account can be suspended, and no ensuing unauthorized access will occur;

e. To promptly execute and submit a new Assistant Authorization form to the employer's LSC if the employing Broker or Agent changes offices and the Assistant moves as well;

f. To promptly report to their LSC if the Unlicensed assistant gains a realtor or appraiser's license.

11. Termination of Assistant Access:
The Assistant's access to the Matrix system will be terminated immediately upon:
    a. Notification by the employing Broker or Agent that the Assistant is no longer in his/her employment;

    b. Non-payment by the employing Broker or Agent of the initial or annual fees within 30 days of suspension;

    c. STELLAR MLS's determination that the Assistant's ID has been used in an unauthorized manor or shared with any other party for any reason;

    d. Failure of the Assistant to complete the mandatory training within 30 days after initial suspension for not meeting the attendance requirement. e. If the assistant is found to have a realtor or appraiser's license.

12. Fees for Assistant Access:
    a. Initial fees: An Initial Set-up Fee to establish each new Assistant user account and a pro-rated portion of the annual fee must be paid by the Assistant's employer. Assistant user applications will be processed, and appropriate fees collected by each LSC upon application.

    b. Pro-Ration of Fees: The calculation of pro-rated fees due will be based on the remaining months until the next annual billing cycle which starts on October 1st. Example Any account created in June would be paid up till October then they will be billed for the next 12 months.

    c. Annual access fee: After the initial application and fees described above, the qualifying broker/participant will be invoiced annually per active assistant account by STELLAR MLS as follows: In September for the billing period of October-September. Payment will be due within thirty (30) days.

    d. Late payment and reactivation fees: If fees remain unpaid at 5:00 p.m. on the payment due date, the Assistant's access will be suspended until the balance due and the reactivation fee is paid by the employer.

    e. Payment more than 30 days after suspension: If payment is not received within 30 days of the suspension date, the Assistant's account will be considered terminated. A new Authorization form and payment of the setup/reinstatement fee, a pro-rated portion of the annual fee and any fees charged by the LSC will be required. Once the account is terminated any attempt to reactivate the account must be made by contacting the LSC.

f. Unused Prorated Fees: A Broker or agent may apply any unused prorated fees towards a new assistant's annual fee provided it's within the current billing cycle. (New assistant set-up fee required).

g. Refunds: Assistant fees are non-refundable.

13. Fees Subject to Change:
    a. STELLARMLS Fees: STELLARMLS fees are established by the STELLARMLS Board of Directors and are subject to change with a minimum of thirty (30) days' notice from STELLARMLS to all employing Brokers, Agents and each LSC.

    b. LSC Fees (if applicable): LSC fees are established by the employing member's LSC and are subject to change with a minimum of 30 days advance notice from the LSC to STELLARMLS and all employing Brokers and Agents with an Assistant account through that LSC.

D. REFUNDS

1. During Service Year: As a general rule, MLS fees are not refundable once the service year begins on June 1st. Full or pro-rated refunds of the base annual participation fee during the service year are at the sole discretion of the Board of Directors and are usually limited to circumstances such as the death of a Participant or subscriber.

2. Prior to Service Year: Participants or subscribers who paid participation fees during the annual billing period, and in advance of the upcoming year, and inactivate or terminate their membership prior to the actual start of the service year (on June 1st), may request a refund of the base annual fee.

3. Local Service Center Fees: Full or pro-rated refunds of Local Service Center fees must be requested directly from the Local Service Center.

E. APPLICATION PROCESS

1. Account Currency: Any unpaid fees and other charges shall be current at the time application is made if returning from a previous subscription.

2. Service Commencement: Applicants for Participant or subscriber status will have access established to THE SERVICE services within two to five days excluding weekends and federally recognized holidays.

3. Mandatory Training: All training requirements must be met in accordance with Article 3 of the Rules and Regulations.

4. Fee at Time of Application: All appropriate fees must be submitted with the application.

5. Participants and Subscribers are responsible for providing accurate contact information and submitting changes in email addresses or other contact information to their local service center (LSC) within ten days. Failure to receive billing communications due to an invalid email address, shall not exempt Participants and subscribers from the imposition of late or reinstatement fees. Requests for waivers of fees assessed as a result of invalid or undeliverable email address, will not be considered.

F. NEW SUBSCRIBER BILLING

1. New Subscriber Billing: Notification of the annual fee invoices will be emailed to all new customers.

2. Responsibility for Payment: Even though the broker is the actual MLS Participant and responsible for the payment of all fees attributable to his or her associate subscribers who hold an active license with the Participants office, as a courtesy, STELLAR invoices each subscriber for their individual portion of the broker's total fee as referenced in Article 10 of the Rules and Regulations.

3. Payment Deadline: To be considered "on-time", payments must be received, at either STELLAR 's regional offices or a Local Service Center office that accepts MLS fees, no later than 5:00 p.m. (Eastern), 30 days after join date.

4. Individual Service Suspension: Service is suspended for all unpaid Participants and subscribers and will remain suspended until the account has been paid in full, including any outstanding fines or other miscellaneous fees left outstanding at the time of suspension on the 31st day after joining.

5. Broker/Office Add/Edit Suspension: Should the broker Participant, and/or any of his or her new subscriber(s) remain in an unpaid status past the 30 day grace period, and the broker has not communicated terminations or transfers for those unpaid associates to Stellar MLS, the broker Participant and all subscribers within the same office will forfeit the privilege to add or modify listings until the billing and non-billing issues are resolved or the unpaid subscriber(s) is/are removed from the office.

6. Broker/Office Suspension: In the event that the broker Participant, and/or any of their subscribers have outstanding payments, seven days after the loss of add/edit access, access to the MLS will be suspended for the entire office. This suspension will remain in effect until the billing and non-billing issues are resolved or the unpaid subscriber is removed from the office.

SECTION IV. PRODUCTS AND SERVICES

A. USE OF MLS DATABASE

See Bylaws, Article II, Section 7.

B. SERVICES USING DATA LICENSED FROM THE SERVICE DATABASE

THE SERVICE may also make available ancillary products at competitive or discounted prices to participants and Subscribers. Examples: Back office showing software for brokers, virtual tour offerings, enhanced levels of usage for products, etc. Participants and Subscribers, regardless of membership classification may purchase these services at member prices.

C. DATA FEED / API Access TO THIRD PARTIES

THE SERVICE will provide a RETS or API data feed to Participants with in-house systems (or services purchased from outside vendors) that necessitate THE SERVICE listing content to function properly. As part of this program, the parties must sign an agreement with THE SERVICE that clearly details how the data will be used and how it must be safeguarded. An initial set-up fee may be charged to defray the costs associated with establishing these automatic feeds along with a flat fee annually for account maintenance. THE SERVICE's Data Services department is responsible for initiating, overseeing and monitoring these feeds.

D. LOCAL COUNTY APPRAISER'S ACCESS

At the discretion of the individual Shareholder Association/Board, they may provide limited data in that county only and upon execution of appropriate Agreement.

E. ASSCIATION USE OF DATA

If the LSC provides services to their members, THE SERVICE will provide a RETS or API data feed with the execution of appropriate Agreement and payment of applicable fees.

F. WEBSITE & E-MAIL

THE SERVICE Website is administered by THE SERVICE Staff. THE SERVICE currently owns three domains: StellarMLS.com, StellarMLS.org and StellarUniversity.com. These sites are updated internally.

G. THE SERVICE.COM

1. Content www.StellarMLS.com is the central focal point at which all online activity occurs and serves as a single point of contact to keep members informed. The following types of information will be made available on the site.

2. Rules and Regulations

3. Class Information

4. Forms

5. Products & Services

6. Statistics

7. MLS database link

8. News, Contacts, About, Leadership Partner links

9. Online Payment Links

H. ADDITIONAL INFORMATION

1. Online Payments: Online payment capability for paying annual fees and bills online is administered through THE SERVICE membership system.

2. Member Engagement: The website may offer online surveys, discussion groups and forums in addition to other social networking tools.

3. Privacy Statement: The website will include a Privacy Statement, alerting all Subscribers we will not sell their e-mail addresses nor spam them with unsolicited material.

4. Site Activity Tracking: The website will be monitored by THE SERVICE staff to track usage, trends, and content effectiveness.

5. Updating: The site will be updated regularly through the administration portion of the site. The Brand & Communications department is responsible for all website updates, except where otherwise noted. Updates of the following content will be updated as noted below:

6. Housing Statistics: Statistics are posted by or around the 12th of each month.

7. Secured Access: A secured section of the website that will require a separate login will be used as a central repository for all Board members to access confidential information applicable to their current position. Example documentation includes financial documents, Board of Directors presentations and meeting minutes.

SECTION V. PARTICIPANT, SUBSCRIBER AND ASSISTANT TRAINING

A. MANDATORY TRAINING CLASSES

All MLS Subscribers must take all required MLS classes in accordance with Article 3 of the Rules and Regulations.

B. BASIC POLICIES AND PROCEDURES FOR ALL STELLAR COURSES

1. Registration: Advance registration is required for all classes, with the exception of online training classes. Failure to complete all required introductory and recurring training by the noticed deadline, will result in suspension of MLS Services and a reinstatement fee will apply to resume services. Participants and subscribers are responsible for ensuring that Stellar MLS has current contact information on file. Any change in email addresses or other contact information must be updated through the Participant or Subscribers local service center (LSC) within ten days. Failure to receive billing communications due to an invalid email address, shall not exempt Participants and subscribers from the imposition of late or reinstatement fees. Requests for waivers of fees assessed as a result of invalid or undeliverable email address, will not be considered.

2. Walk-ins: Walk-ins can only be accepted, if space if available and will be determined five (5) minutes before the class start time. Space availability will be determined 5 minutes before class begins (or sooner if there is space available).

3. Class Registrations: All in-person and webinar classes require registration through THE SERVICE portal. All online classes require registration at.

4. Minimum Registrants: For all optional classes, a minimum of five registrants is required. If the number of registrants is less than five, three days excluding weekends and federally recognized holidays before the scheduled class, THE SERVICE reserves the right to cancel the class and will notify the registrants. The LSC will be contacted to reschedule the cancelled class as needed.

5. Late Arrivals: All THE SERVICE classes start on time. Since valuable information is covered in the opening minutes of every class, late arrivals will be denied admission 15 minutes after the session begins for all classes. Failure to sign the Attendance Sheet will constitute a “No-Show.” Fifteen minutes after class begins the class will be closed. Those attempting to enter will be referred to LSC staff by the instructor. Early Departures. In order to receive credit for attending a mandatory class, attendees must stay for the duration of the class.

C. TRAINER’S RESPONSIBILITIES

1. Arrive in time to properly set up training equipment.

2. Provide attendance roster and evaluation forms.

3. Submit attendance records for tracking. Keep a log of all evaluations received.

4. In cooperation and coordination with LSCs, market and promote classes via email.

D. LSC RESPONSIBILITIES

1. The LSC will provide wireless internet access. THE SERVICE and its trainers will not be responsible for the functionality of the equipment brought in by the customers.

2. Promote the availability of classes.

3. Provide suitable classroom space, wireless internet access and a projector/screen (or wall space).

4. Prevent late arrivals entering and disrupting the class.

E. LARGE OFFICE ON-SITE TRAINING

THE SERVICE will continue to offer on-site specialized training for offices upon request. The requirements for these classes are:

1. Class must be scheduled in advance.

2. There must be a minimum of 10 students. The broker must:
   a. Guarantee the minimum attendance prior to the class.
   b. Coordinate in advance the subjects to be taught.
   c. Provide suitable classroom space or coordinate with the trainer on a suitable location.

SECTION VI. COMPLIANCE WITH POLICIES, PROCEDURES, RULES & REGULATIONS

A. POLICY SETTING & ENFORCEMENT

The responsibility for establishing STELLAR 's operating policies and procedures, Rules and Regulations rests with its Board of Directors.

1. NAR's Role: As a REALTOR® association-owned MLS, STELLAR operates under the nationwide MLS policies as modified from time to time by the National Association of REALTORS®.

2. Participant/Subscriber Agreement: At time of affiliation, all Participants and their subscribers must sign a statement agreeing to abide by the Service's Bylaws, Rules & Regulations, Policies and Procedures and any subsequent changes or amendments as may be adopted from time to time and duly noticed to all subscribers.

3. Compliance Notifications: Compliance notices are sent via email. Participants and subscribers are responsible for ensuring that Stellar MLS has current contact information on file. Any change in email addresses or other contact information must be updated through the Participant or Subscriber's local service center (LSC) within ten days. Failure to receive compliance (correction & fine) communications due to an invalid email address, shall not exempt Participants and subscribers from the imposition of late or reinstatement fees. Requests for waivers of fees assessed as a result of invalid or undeliverable email address, will not be considered.

B. DATABASE ACCURACY AND PROTECTION

STELLAR has a longstanding commitment to ensuring the accuracy of its listing data and safeguarding it from unauthorized access and use. All Participants / Subscribers are required to follow all MLS rules to help ensure the accuracy of the data. Any violations of MLS rules shall be subject to the appropriate penalties in accordance with Article 11.4 of the Rules and Regulations.

SECTION VII. HEARING AND APPEALS POLICY

A. PURPOSE OF PENALTIES

THE SERVICE Rules and Regulations and policies established from time to time by the Board of Directors authorize the enforcement of such rules and policies. In many cases a penalty or penalties may be assessed for violations of the rules or policies in place. These penalties may be assessed after a warning is given, automatically or progressively; and may be a result of incomplete/incorrect listing data, unauthorized use of data and system, or for violations of the Remediation Policy.

The intent of penalties is to provide an opportunity to educate members on current policies and

requirements (warning notices prior to assessment of penalties), to reduce major violations (automatic penalties) and to protect the integrity of both the database and access to it (SafeMLS). The purpose of notifications is to ensure that members are aware of violations and the importance of timely and accurate data via education vs. punitive punishment. However, repeated offenses or major issues such as data/password sharing may result in heavy penalties.

B. PROCESS OVERVIEW

Hearings will be held either by request of the customer, mandatory per the service, or can be between customers if there is a rule violation that does not carry a penalty, as outlined below.

1. Any Participant or subscriber (user) who is assessed a late/reactivation fee or listing compliance penalty (referred to as "fees" in this Policy) may, upon payment of said fee and correction of cited violation, request a waiver of the fee assessed. The request must be submitted in writing within twenty (20) days after the email notification of the fee and posting of the invoice to the user's account.

   Requests for waiver will be considered by the Compliance Audit Review Team (the Team). The Team will either approve or deny the request for waiver of the fee. If the fee is not waived by the Team, the user will have the opportunity to request a hearing for consideration by a panel of MLS Panelists. The decision of the MLS Panel will be final unless the user requests an appeal based on the options noted in Section VIII of this document. Appeals will be heard by members of the Executive Committee as appointed by the President of THE SERVICE. The decision of the Executive Committee Appeal Panel will be final. All actions of the Compliance Audit Review Team and an MLS Panel will be considered by THE SERVICE Board of Directors as outlined.

2. MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

3. When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.

C. STAFF ROLE RELATING TO THE TEAM AND MLS HEARINGS

STELLAR Compliance Administrator and staff shall be responsible for:

1. Ensuring necessary documentation is assembled and provided to the panel and Participants and/or Subscribers via e-mail or mail at least twenty-one days prior to the hearing.

2. Prepare the notice of the hearing, including the names of the members of the Hearing or Executive Committee hearing panel.

3. Notifying all parties of the hearing date, time, and agenda in accordance with the current NAR requirements.

4. For electronic meetings, notifying all parties of the join link and access code.

5. Recording and note-taking during the hearing.

6. Preparing and mailing the panel's decision.

7. If members of the Compliance Audit Review Team are not able to reach a majority decision, to approve or deny a waiver request, within the three-day review period, the Chief Operating Officer (COO) shall review the case(s) independently and provide a majority decision.

NOTE: Stellar Staff members may not participate in the hearing process in any way. Should the Chairperson need to ask a question of the staff, an appropriate recess must be called. For this reason, the panel chairperson will be responsible for presenting and reviewing Stellar's documentation.

D. THE SERVICE BOARD OF DIRECTORS ROLE RELATING TO MLS HEARINGS

1. The Board of Directors will adopt the recommendation(s) of the Compliance Audit Review Team and issue its order accordingly unless the Directors are concerned with the appropriateness of the recommendation. In this circumstance, the decision of the Board of Directors will be communicated to the User within ten (10) days of the Board of Directors meeting, allowing the User to request a Hearing in accordance with this Policy at his/her discretion.
2. The Board of Directors will affirm the decision of an MLS Panel and issue its order accordingly except under the following circumstances:
    a. If the Directors are concerned with a possible procedural deficiency, they may refer the matter to a new MLS Panel for determination.
    b. If the Directors feel that the sanction is inappropriate, they may impose alternative discipline that does not exceed that recommended by the MLS Panel, or they may refer the decision back to the original MLS Panel for further consideration and recommendation. The referral back to the original MLS Panel will be accompanied by documentation of the concerns regarding the proposed discipline.
    c. If the Directors conclude that the decision did not support a violation of the MLS Rules and Regulations, the complaint will be dismissed.
    d. In any of the situations noted above, the Respondent will be notified of the decision of the Board of Directors within ten (10) days of the Board of Directors' action.

E. ROLE OF THE PRESIDENT OF THE SERVICE BOARD OF DIRECTORS RELATING TO MLS HEARINGS

THE SERVICE President shall be responsible for:

1. Determination on challenges of potential MLS Panel members by the Respondent.

2. Review of Respondent requests for Appeal of the decision of the MLS Panel.

3. If Appeal is granted by President, he/she will appoint three members of the Executive Committee to serve as the Appeal Panel. If necessary, the President may select other THE SERVICE Directors to serve.

F. COMPLIANCE AUDIT REVIEW TEAM (CART)

Participants and subscribers may challenge a fee or penalty by submitting a written explanation and request for a fee waiver and refund. Such requests must be submitted via online submission system to THE SERVICE administrative staff. Requests will be reviewed blindly and independently by the Team.

1. Authority of the Team: The Team will have full authority to make a determination on a fee waiver request received, subject to affirmation of THE SERVICE Board of Directors if a request for Hearing is not filed by the user.

2. Composition of the Team: The Team shall consist of three, six or nine current members of THE SERVICE Board of Directors, as appointed by THE SERVICE President and if needed, the Chief

Operating Officer shall serve as an alternate. If needed, The Team shall divide into groups of three (3), to independently review requests. It should be noted that the Directors who serve on The Team will be ineligible to vote on any related actions brought before THE SERVICE Board of Directors.

3. Process: The Team will review each written request for waiver independently. To avoid any potential conflicts of interest, all documentation will be filtered in advance by THE SERVICE staff to remove any specifics of the listing agent/office:
    a. Each member of the team will receive the request via email within ten (10) days of the initial notification of the waiver request from the user. Each member of the Team will independently review the documentation and respond to THE SERVICE Compliance Administrator within three (3) days.
    b. Upon notification of all responses from the Team, the Administrator will determine if the waiver request has been granted based on the majority decision from the Team and will notify the user of the decision within two (2) days.
    c. If waiver was not approved, the Administrator will include the documentation needed should the user choose to request a Hearing. User must respond with the request for a Hearing within twenty (20) days of notification of the decision of the Team.
    d. If the waiver is approved by the Team, the decision will be forwarded to the Board of Directors for consideration at its next regularly scheduled meeting. The Directors (sans the Team members) may vote to affirm the decision of the Team or may reverse the decision of the Team. The User will be notified of the decision of the Board of Directors within five (5) days of the Board of Directors meeting. If appropriate, a refund to the user will be issued as quickly as possible, but no later than fourteen (14) days from notification to the user. If the decision of the Team is reversed, the User will be afforded the opportunity to request an MLS Hearing as outlined in this policy.

Note: potential violations of the MLS Rules and Regulations that have pre-determined requirements for a Hearing will be referred directly for an MLS Hearing.

G. MLS HEARINGS

THE SERVICE Hearings are intended to serve various purposes. One of those purposes is to allow members the opportunity to argue against allegations of a violation; secondly, hearings may be scheduled to bring forward a major violation or repetitive violation from one member, as authorized in the Rules and Regulations. In certain circumstances, the Panel will be held to determine the appropriate Penalties and disciplinary actions needed.

1. Conducting of Hearings: The hearing process will be conducted in accordance with the National Association of REALTORS® “Code of Ethics and Arbitration Manual” (CEAM) as it relates to notifications, documentation, the hearing process, and decisions. The basis of decisions will be based on the MLS Rules and Regulations and Policies of THE SERVICE, Code of Ethics violations or arbitration requests will be referred to the appropriate REALTOR® Association/Board.

2. Types of MLS Hearings: THE SERVICE will offer two types of hearings for the user to select from only one option can be selected by the user. Options:
    a. Written Review Hearing: User may submit documentation and an explanation for written review by an MLS Panel. If a written review is requested by the user, a panel will be appointed and will review the documentation together and arrive at a decision in accordance with the CEAM; the only procedural difference being that the user will not be entitled to attend.

        Note: this option cannot be used as an intermediate step prior to requesting a live hearing.

Above options are not available in any circumstance that requires a hearing in accordance with violations of THE SERVICE Rules and Regulations. User and User participant must attend in person.

b. Live Hearing: A full hearing will be conducted following the procedures outlined in the CEAM.

3. Authority of Hearing Panel: The Panel will have full authority to act on behalf of THE SERVICE Board of Directors and the decisions made regarding penalties and/or discipline will be forwarded to THE SERVICE Board of Directors for affirmation unless appealed by the User under circumstances noted in Section VII below.

4. Make-Up of MLS Hearing Panel: Each shareholder association/board will be invited to appoint one or more representatives to serve as a potential Panelist.

5. Qualifications and Requirements to serve as Panelist:
   a. In selecting an appointee to serve as a potential Panelist, it is highly recommended that the Shareholder Board/Association consider selecting an appointee with current or recent Professional Standards training and/or service on the Professional Standards Committee THE SERVICE does request that the appointee have attended training within the last two years.
   b. Additional Requirements to serve as a Panelist: Appointee must attend a mandatory training session on MLS rules, policies and procedures (via electronic meeting and not to exceed two hours).

6. Panelists: Each Panel will consist of at least three members volunteers and one alternate; the Chairperson of the Panel will be selected by the Panelists. Consideration of appointment to any panel will be made based on any exclusions requested by the Respondent (user requesting or being called to the Hearing), geographic location for in-person Hearings, prior service as a Panelist and availability of Panelist(s). No more than one person licensed with any firm, partnership or corporation may serve on the same MLS Panel (note: this does not preclude two or more individuals from the same franchise from serving if the franchises are independently owned and operated). The panel's objective is to be fair, unbiased, and impartial; to determine, based on the evidence and testimony presented to them, what occurred; and then to determine whether the facts as they find them support a finding that the Rules have been violated.

7. A User may challenge a panel member's appointment for good cause. The challenge must be in writing via letter, e-mail or fax to the STELLAR President within fifteen (15) days from date the names were mailed to all parties, setting forth the specific justifications for replacing the panelist. The President's ruling on a challenge will be final and not subject to further appeal. Challenge must be sent to the STELLAR President c/o the Administrator.

8. Other qualifications to serve:
   a. Panelist may not be licensed under the same Principal Broker as the Respondent, or be an employer, partner, employee or in any way associated in business with the complainant, respondent, or a REALTOR® acting as counsel for the complainant or respondent.
   b. If Panelist is with the same Franchise as the Respondent, the Panelist must be from a separately licensed brokerage with a different Principal broker.
   c. Panelist may not serve on a panel if related to the Complainant or Respondent by blood or marriage.
   d. A majority of Panelists may not be from the same Shareholder association/board as the Respondent.
   e. Panelist may not serve on a panel if he/she is currently or was involved in a transaction with the Respondent within the last year.

f. Panelist may not serve if a party to a hearing, or a party or witness in any other pending case involving a party to this hearing.

9. Scheduling and Conducting of the Hearing: The Scheduling and conducting of the MLS Panel hearing will be in accordance with the requirements of the CEAM.

10. Delivery Method: The preferred method of delivering documentation and communicating formally with a User regarding fine notification, requests for CART, hearing and appeal documentation will be via e-mail notification. Any email correspondence sent by THE SERVICE will be sent with automated notice of delivery. If circumstances dictate, USPS or fax transmission may be used. Phone calls will be documented by THE SERVICE staff and will be limited to guidance on the process or conversations necessary to coordinate notification of documentation or scheduling of Hearings.

11. Witnesses will be allowed to participate in live MLS Hearings in accordance with and following the required procedures of the CEAM.

12. MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

13. The Respondent may bring legal counsel to a Hearing at his/her expense with notification to the Administrator at least fifteen (15) days in advance of the Hearing and in accordance with the provisions of the CEAM.

14. THE SERVICE may, at its discretion, have legal counsel present:
    a. THE SERVICE Administrative staff will provide documentation of any communications with the user requesting a waiver or involved in a Hearing, including but not limited to: call tracking information, reports and copies of correspondence prior to assessment of a late, reactivation fee or fine, copies of email correspondence or any other documentation relevant to the situation. Other than providing documentation and administering the processes described in this Policy, THE SERVICE staff will not participate in the process for review, hearings, appeals and final decisions of THE SERVICE Board of Directors.

15. Additional Discipline Authorized if circumstance warrant:
    a. Letter of warning.
    b. Letter of reprimand.
    c. Attendance at MLS orientation or other appropriate, in person courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location and duration.
    d. Appropriate, reasonable fine not to exceed $15,000 or the current maximum allowed in the MLS Rules and Regulations.
    e. Probation for a stated period not less than thirty (30) days or more than one (1) year.
    f. Suspension of MLS rights, privileges, and services for not less than thirty (30) days or more than one (1) year.
    g. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

16. The Decision: The MLS Panel will not be required to produce formal statements setting forth specific findings of fact as justification for the decision as in a professional standards case. Instead, only the ruling and corrective measures need to be documented in the decision.

17. Delivery of Response: The Respondent will receive written notification of the decision of the Panel within ten (10) days of the decision.

18. Respondent Right to Appeal: The Respondent will have the right to appeal the decision of the Panel, based on the grounds described in Section VII below. Such appeal must be filed within 20 days of the Respondent's notification of the Decision.

19. Lack of Appeal: If the Respondent does not file an appeal within the allotted time, the matter will be referred to THE SERVICE Board of Directors for review and action at the next regularly scheduled meeting of the Board.

20. Potential violations of MLS Rules and Regulations, Article 18, under the heading of MLS Standards of Conduct will be referred to the User's local Association's Grievance Committee via communication with the Association/Board Association Executive.

21. Excluding complaints involving the MLS Standards of Conduct, it is possible that both an MLS violation and Ethics violation may be filed against the same Respondent for similar or the same actions. In such circumstances, the following options may be chosen:
    a. The Respondent can be subject to discipline by THE SERVICE for an infraction of the MLS Rules and Regulations and separately by his/her local Association/Board for a violation of the Code of Ethics;
    b. The MLS and Association/Board may consolidate the matters for a hearing by the appropriate local professional standards committee upon mutual agreement.

H. VIOLATIONS OF OTHER PROVISIONS OF THE SERVICE RULES AND REGULATIONS

If a violation of the MLS Rules and Regulations does not carry an established fee or penalty, it is possible for a Broker Participant or Subscriber (User) to file a complaint against another User. In this circumstance, all procedures outlined in this Policy will be the same, with the following clarifications:

1. The job of the Compliance Audit Review Team will change to the role of review and determination if a possible violation of THE SERVICE Rules and Regulations has occurred. If no potential violation is determined, the matter will be dismissed, subject to affirmation or action by THE SERVICE Board of Directors. If a potential violation is identified, the matter will be referred for a Hearing before an MLS Panel.

2. The Participant/Subscriber filing the complaint will be referred to as the Complainant and will be fully involved in the Hearing Process.

3. Only a Live Hearing may be conducted when there is both a Complainant and a Respondent.

I. COMPLIANCE ENFORCEMENT

The following procedures will be followed to ensure compliance with the hearing panel's decisions:

1. Should the hearing result in enforcement, additional fees, or discipline, the Respondent shall have thirty (30) days to comply.

2. If the User is an agent/subscriber, the Broker Participant will be made aware of the requirements that must be met.

3. Failure to comply within 30 days will result in the suspension of user's MLS access until full payment is received and all other requirements (if applicable) are met. At this time the user's Broker Participant will become responsible for ensuring compliance with the discipline and payment of any outstanding fees.

4. Should the discipline not be completed and/or the required payment and reactivation fee paid within sixty (60) days, the Executive Committee may recommend to the Board of Directors that the services of the Broker Participant and all of his/her agents/subscribers be suspended for a period not to exceed one year. Reactivation shall be conditioned upon full payment of all outstanding fees (including reactivation fees for each subscriber/agent as well as the Participant). Additional requirements for completion of any remaining disciplinary action within time certain may also be a requirement of reactivation of the User.

5. Should the hearing or failure to meet the requirements of the decision result in suspension of the Participant's membership access, the Broker Participant nor affected agents/subscribers will be eligible for refunds of any portion of the annual THE SERVICE fee already paid. The Participant will be notified of the hearing. Additionally, as noted above, each Broker Participant and agent/subscriber that reactivates their membership after suspension will be subject to payment of the current reactivation fee.

J. REQUEST FOR REHEARING

Requests for rehearing may be granted only when newly discovered evidence comes to light: which a) could not reasonably have been discovered and produced at the original hearing and b) which might have had a bearing on the Hearing Panel's decision. Requests for rehearing must be received within twenty (20) days of notification of the decision of the original Hearing Panel.

1. Review of Rehearing Request: The chairperson and the panel members from the original hearing will review the request for rehearing to determine whether or not the new evidence would have had bearing on their decision.

2. Authority of the Original Hearing Panel: The decision on whether or not to grant a rehearing is at the discretion of the original Panel. The determination made is final.

3. Rehearing Approved: If the original Panel finds in favor of a rehearing, the Administrator will establish the date/time of the rehearing. The rehearing panel will be made up of the original panel members.

4. Reporting of Decision: The Panel Chairperson will report the decision resulting from the rehearing to the Administrator and the decision will be sent to the Respondent.

5. Next Steps: If a request for rehearing is filed and denied, the Respondent will have twenty (20) days from the date of notification to file an Appeal of the original Panel decision.

K. APPEAL REQUESTED BY RESPONDENT (APPELLANT)

1. A Respondent (Appellant) may petition THE SERVICE President to request an appeal of the decision of the MLS Panel, based on one or a combination of the following:
   a. Procedural deficiency or lack of procedural due process (as defined in the CEAM).
   b. Misapplication of THE SERVICE Rules and Regulations
   c. Based on the discipline recommended by the MLS Panel.

2. Fee for Appeal: For appeals filed under this policy, THE SERVICE shall charge a filing fee of $250 to the Appellant to defray the costs involved. If the Appellant is successful, the filing fee will be refunded.

3. Request for Appeal: THE SERVICE President will review all requests for appeal. If grounds for appeal are within the guidelines established, the President will appoint the Appeal Panel.

4. Make-Up of Appeal Panel: THE SERVICE President shall appoint three (3) members of the Executive Committee to serve as the Appeal Panel Members. If needed, the President shall also have the authority to appoint members of the Board of Directors to serve.

5. Process: The Appeal Panel shall convene and review the request for appeal and the issues raised. No new evidence may be introduced at the Appeal. The Appeal hearing procedures will be based on the procedures described in the CEAM. The Respondent may choose to attend the Appeal hearing in accordance with the CEAM if the original MLS Hearing was live. In the case of an appeal of a written hearing review, the Respondent may not attend.

6. The decision of the Appeal Panel is final.

7. Decision: Panels will not be required to produce formal statements setting forth specific findings of fact as justification for conclusions as in professional standards cases. Instead, only the original violation, the Panel's ruling, and corrective measures need be documented in the decision.

8. Notification to Respondent: A copy of the Decision of the Appeal Panel will be sent to the Respondent within ten (10) days of the Hearing.

SECTION VIII. ACCOUNT SHARING - REMEDIATION POLICY

A. PURPOSE OF PENALTIES

THE SERVICE Rules and Regulations and policies established from time to time by the Board of Directors authorize the enforcement of such rules and policies. In many cases a penalty or penalties may be assessed for violations of the rules or policies in place. Penalties will be assessed after the specific steps, starting at $500, $1,000, $5,000 and up to $15,000 if the sharing continues.

The intent of penalties is to provide an opportunity to educate members on current policies and requirements (warning notices prior to assessment of a penalties), to protect the integrity of both the database and access to it (SafeMLS). The purpose of notifications is to ensure that members are aware of violations and the importance of not allowing non-members to have access to the MLS.

1. Customers can't reuse a password that has already been used.

2. Customers will not be able to "save" their login ID or password, as the SafeMLS technology involves keystroke recognition and will require entry of both login ID and password for each login.

3. Passwords must be 8-12 characters.

4. Passwords must include at least eight alpha characters and at least one numeric character.

5. Below is the process for Remediation:

	Remediation Policy	**Criteria For Moving to Next Remediation Step**
Step 1	Reset Password	After 7 consecutive days at 95 or higher

Step 2	Email 1	After 7 consecutive days at 90 or higher and in Step 1
Step 3	Alert 1	After 7 consecutive days at 90 or higher and in Step 2
Step 4	Reset Password2	After 7 consecutive days at 90 or higher and in Step 3
Step 5	Email 2	After 7 consecutive days at 90 or higher and in Step 4
Step 6	One Time Password	After 7 consecutive days at 90 or higher and in Step 5
Step 7	Email 3	After 7 consecutive days at 90 or higher and in Step 6 / Commence Audit
Step 8	Fine 1 - $500	If manual audit shows the customer to be sharing login credentials
Step 9	Fine 2 - $1,000	If already fined once
Step 10	Fine 3 - $5,000	If already fined twice
Step 11	Hearing	If already fined 3 or more times

SECTION IX. Disaster Recovery and Business Continuity Plan

A Disaster Recovery and Business Continuity Plan has been designed and written to be used in the event of a disaster affecting Stellar MLS (The SERVICE) located at 247 Maitland Avenue, Altamonte Springs, FL 32701. This plan is structured around teams, with each team having a set of specific responsibilities. The decision to initiate disaster recovery procedures will be taken by the Disaster Management Team Leader or their deputy after assessing the situation following a disaster or crisis. The plan is maintained separately from this manual and can be provided upon request.

SECTION X. APPENDIX

The following definitions are provided to help clarify the terminology used in STELLAR's governance and daily operations.

- **Activation Fee:** A one-time fee charged all new subscribers to defray the costs associated with establishing their individual system access account.
- **Agent/Sales Associate/Broker Associate:** Agents/sales associates hold the basic level of licensure under Florida law. To sell real estate, they must place their license with someone holding a broker's license. Broker associates are those individuals who hold broker licenses but have opted to work as agents under another broker.
- **Annual Participation Fee:** The base annual fee per subscriber is set by the STELLAR Board of Directors as part of the budget process based on the actual costs to operate the MLS.
- **Appellant:** If the decision of the MLS Panel is appealed, the Respondent may also be referred to as the Appellant. If the Appellant is an agent/subscriber, his/her Broker Participant will also be included in all communications.
- **Billing Year**: For purposes of participant and subscriber annual billing, the Billing Year is defined as June 1 through May 31 of the following year.
- **Board of Directors (BOD):** REALTOR® Participants and subscribers appointed by the shareholder associations from among their members to oversee the operation of the service on their behalf.
- **BOD and Committee Year:** Board of Director and Committee service year is defined as July 1 – June 30 of the following year.
- **Broker:** The highest level of licensure in most states, including Florida. Requires additional education and a separate test. Required for operating a real estate brokerage or branch office. Sales associates, broker-associates (those licensed as participants but operating as sales agents) and agents must be licensed with, and under the supervision of, a broker.
- **CART:** The Team refers to the members of the Compliance Audit Review Team
- **CEAM:** The National Association of REALTORS "Code of Ethics and Arbitration Manual".

- **Customer:** Customer references all users of THE SERVICE services and in many cases, replaces the word “member” to include Participants, Subscribers, registered assistants, etc.
- **Complainant:** Complainant refers to a User who files a complaint for violation of the MLS Rules and Regulations directly against another User (the Respondent)
- **CoreLogic: STELLAR’s** vendor for its web-based MLS system based in Reston, Virginia.
- **Days:** Calculation of “days” is based on calendar days excluding weekends and federally recognized holidays.
- **Executive Committee:** Composed of STELLAR’s elected Officers (President, President-Elect, Vice President, Treasurer, and Immediate Past President).
- **Fee:** Fee describes the amount assessed for a late fee, a reactivation fee or a penalty resulting from a violation of the MLS Rules and Regulations. If in the context of a request for Appeal, the fee may also refer to the required fee of $250 to request an appeal.
- **Fines:** Penalties set by the STELLAR Board for the incorrect entry or miss-use of the MLS data fields. While billed to the incurring subscriber, the Participant is notified and remains ultimately responsible for the correction or the data and payment of the fine.
- **Fiscal Year**: THE SERVICE fiscal year is July 1 through June 30 of the following year.
- **Late Fee:** The charge set by the Board of Directors assessed to those who do not pay their participation fee by the due date.
- **Local Service Center (LSC):** A STELLAR shareholder association/board that has signed an agreement to act as a Local Service Center for the Service.
- **Local Service Center Fee:** An amount set independently by each LSC to offset the costs it incurs in providing the services set forth in its contract with STELLAR. As a convenience, STELLAR collects these fees for the LSCs as part of its annual Participation Fee billing and forwards them to the LSC.
- **Miscellaneous Charges:** The broad term for all fees and charges other than the annual Participation Fee, e.g., late fees, fines, reinstatement fees, activation fees, etc.
- **Microsoft Dynamic CRM (Gopher It):** Membership software used by STELLAR which incorporates the membership database, accounts receivable, event registrations, online payment system, and other programs tailored to the association/MLS environment.
- **Matrix:** The MLS system provided under contract to STELLAR by its vendor, CoreLogic.
- **NRDS Number:** (National REALTOR® Data System --“Nerds”) A 9-digit number issued to all STELLAR subscribers and used by NAR, state and local associations and MLSs as a unique identifier. Like a social security number, REALTORS®® keep this same number for life, even if they change local associations or move to another state. Every firm and branch office are also issued a unique NRDS identifier.
- **Notice/Notification:** The date of notification will be the date/time of notification of delivery of an email or the date mailed via the United States Postal Service (USPS). If USPS is used, a copy will be sent both via first class mail and certified mail.
- **Panel(ist):** The Panel refers to the body that will conduct a THE SERVICE Hearing; panel members are described as Panelists.
- **Participant:** An alternative term for the principal broker or member. As the actual member, the Participant is ultimately responsible for the actions of his or her licensees regarding compliance with MLS Rules & Regulations, policies and procedures as well as payment of all fees, fines and other charges.
- **Primary/Secondary Association Membership:** Under NAR’s NRDS system, REALTOR® member participants and agents must choose an association to act as their “Primary” association affiliation, i.e., the one through which they pay their Florida and NAR dues. Once this is done, they may join any other association as a Secondary member. However, since participants are the actual “members” of an MLS, REALTOR® sales associates from non-STELLAR shareholder associations desiring THE SERVICE access must have the firm’s broker become a member first.
- **Registered Assistant:** A registered assistant is an unlicensed employee of a Broker Participant or Agent Subscriber who has been registered with THE SERVICE at the request of the employing broker. Registered Assistants are responsible to follow the MLS Rules and Regulations when using the MLS, however, the employing broker or agent is responsible for the actions of the registered assistant and as such, will receive all fine notifications and will be considered the respondent in cases involving the use of the system by the registered assistant.

- **Respondent:** If an MLS Panel is convened, the Participant/Subscriber described as a "User" will become the respondent. If an MLS Panel is convened as a result of the actions of a registered assistant, the employing Participant/broker or Subscriber/agent will become the respondent. If the Respondent is an agent/subscriber, his/her Broker Participant will be included in all communications and will be eligible to attend any MLS Hearing that may be held.
- **Rules & Regulations:** The basic operating principles, policies and procedures that must be followed by all Participants and subscribers in their use of the MLS system. Many, if not most, are mandated by the National Association of REALTORS® and THE SERVICE is required to ensure compliance as a condition of maintaining coverage under the NAR's blanket errors and omissions insurance policy.
- **Shareholder:** A REALTOR® Association/Board with an ownership position in THE SERVICE.
- **Standards of Conduct:** A section of the STELLAR Rules & Regulations mandated by NAR as a result of the "Thompson" ruling that mirrors the NAR Code of Ethics and ensures all STELLAR Participants are held to the same stringent, enforceable standards.
- **Subscribers/Subscribers:** Usually refers to sales and broker associates licensed with an MLS Participant; however certain usages may include the Participant as well.
- **Thompson Broker:** Participants who have elected not to hold REALTOR® membership but are allowed access to the MLS system under a ruling by the 11th Federal District Court in Atlanta. ("Thompson" refers to the name of the complainant.). Thompson Broker members are serviced directly by STELLAR Headquarters.
- **Unlicensed Assistants: I**ndividuals who do not hold an active real estate license are compensated on a salaried basis by either the firm or an individual subscriber and perform largely clerical or other support tasks that do not require a license.
- **User**: User is defined as an active Participant, Subscriber registered Assistant of THE SERVICE. If the user is an agent/subscriber or registered assistant, his/her Broker Participant shall also be included in all correspondence and notifications.
- **Waiver Request:** Requests for refund of an assessed fee with be considered "waiver requests", indicating a request to waive the fee and receive a refund.