



JACKSON ASSOCIATION OF REALTORS, INC.
MULTIPLE LISTING SERVICE
P. O. BOX 1198, JACKSON, MS 39215
OFFICE #: 601.948.1332 or FAX #: 601.355.8707

APPRAISER DATABASE ACCESS INFORMATION
(PLEASE PRINT)

NAME _____

AGENT ID: _____

COMPANY NAME _____

ADDRESS _____

CITY / STATE _____

ZIP _____

E-MAIL ADDRESS _____

LICENSE NUMBER _____

PHONE NUMBER _____

FAX NUMBER _____

DATE _____

APPRAISER'S SIGNATURE _____

FOR OFFICE USE ONLY

TEMPO

WEBSITE

RISCO

ROSTER

DATE _____

**TERMS OF SERVICE AND
RULES AND REGULATIONS OF
THE APPRAISER MEMBER SERVICES**

By reading and signing this TERMS OF SERVICE agreement granting access to The Appraiser Member Services Committee Database , hereinafter referred to as the AMS, through its guidelines, you agree to abide by and adhere to the following guidelines, rules, and regulations for participation in the AMS. These Rules and Regulations and Terms of Service (TOS) may be modified or amended by a majority vote of the appraiser members, or by a majority vote of the Participants present at any meeting of the Participants for which at least a five (5) day notice has been given with notice of the substance of the proposed changes. Any changes or amendments to these Rules and Regulations and TOS shall be submitted to the Board of Directors of the Multiple Listing Service of Jackson, MS, Inc., after having been submitted to the appraiser members, for final approval or rejection, in accordance with the Bylaws of the Service.

Section 1 – Jurisdiction

Appraisals of any property types may be submitted to AMS. **Appraisal data** of property located outside the MLS jurisdiction will be accepted.

Section 2 – Appraisal Data of Suspended or Expelled Participants

When a Participant of The Multiple Listing Service is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all appraisals currently filed with the AMS shall be retained in The AMS.

Section 3 – Service Charges

Section 3.1 Service Fees and Charges: Service charges for the operation of the AMS may be imposed to defray the costs of The AMS and are subject to change from time to time in the manner prescribed.

(a) Computer & Data Handling Service Fee: For a small fee (to be set by the AMS Committee), computer and data handling services will be available to the appraisers who wish to submit hard copies of their appraisals for inclusion in the AMS.

Section 4 – Changes in Rules and Regulations

Changes to the Rules and Regulations of The AMS shall be presented by the members of the AMS to the Board of Directors of the Multiple Listing Service for consideration and approval, subject to final approval by the Board of Directors of the Jackson Association of REALTORS (shareholder).

Section 5 – Publication and Information

5.1. Confidentiality of AMS Information: Any information provided by the AMS to the Participants shall be considered official information of The Multiple Listing Service. Such information shall be considered confidential and exclusively for the use of those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants.

5.2 MLS not responsible for accuracy of information: The information published and disseminated by The AMS is communicated verbatim, without change by The MLS or AMS, as filed with The AMS by the Participant. The Service does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold The MLS and AMS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 6 – Ownership of MLS Compilation and Copyrights

6.1. By the act of submitting any appraisal data to the AMS the Participant represents that he has been authorized to grant and also thereby does grant authority for the AMS to include the property data in its AMS database.

6.2. All right, title, and interest in each copy of the AMS database created and maintained by the AMS, and in the copyrights therein, shall at all times remain vested in the Multiple Listing Service.

Section 7 – Use of Copyrighted MLS Compilation

7.1. Distribution: Participants shall at all times maintain control over and responsibility for each copy of any AMS Compilation leased to them by the Multiple Listing Service and shall not distribute any such copies to persons other than those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of

information developed or published by the AMS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by AMS where access to such information is prohibited by law.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables", and/or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client.

Section 8 – Compliance with Rules and Enforcement of Rules and Disputes

8.1 Compliance with rules: The following action may be taken for non-compliance with the rules:

- A.** For failure to pay any service charge or fee within twenty-five (25) days of the date due, and provided that at least ten (10) days prior notice has been given, The Service shall be suspended until service charges or fees are paid in full.
- B.** For failure to comply with any other rule, the provisions of SECTION 9 shall apply.

Section 9 – Enforcement of Rules or Disputes

Consideration of Alleged violations: The AMS governing body shall give consideration to all written complaints from Participants having to do with a violation of the Rules and Regulations. The AMS may adopt rules of procedure and investigation consistent with the provisions of due process for all parties. All other complaints of unethical conduct shall be referred by the Board of Directors of The Service to the Association of REALTORS for appropriate action in accordance with the Professional Standards Procedures established in the Bylaws of the Jackson Association of REALTORS.

Section 10 – Rules

10.1: This service is established for the benefit and use of active Participants. Active participants may be defined as participants who submit data regularly and on a timely basis.

However, it is not the intent to exclude participants such as lender or governmental review appraisers, primarily commercial appraisers, and others who do not typically perform appraisal assignments for sales of properties, but who otherwise qualify for membership. The number of participant's sales provided to the database shall not be the sole measure of whether the participant is considered an active participant. However, if it is determined that a participant is supplying significantly less sales data to the database than his volume of appraisals of properties sold, that shall be reason for suspension.

10.2: Participants not supplying sales data may be suspended, at the recommendation of the AMS Committee to and approval by the MLS Board of Directors. Prior to suspension, participant shall be notified by email from the AMS committee the reason to suspect that participant has not been providing data to the database. The notification shall give participant 15 days to respond with explanation or commitment to provide significant data (at least prior 3 months' data) to the system within 30 days, and to continue providing data on a timely basis. If participant does not comply, the AMS committee shall request approval from the MLS Board of Directors to suspend the participant's access to the AMS database.

10.3: Participants who have received 3 or more notifications from the AMS committee over a one year period may, upon recommendation of the AMS committee, be submitted for suspension for a period of 90 days to the MLS Board of Directors.

Suspension shall be removed by the AMS committee upon participant's commitment to, within 30 days, provide a minimum of the prior 6 months' data and commitment to actively participate in the future.

10.4: Any participant found to have shared their login and/or password to the AMS system to any non-authorized individual or entity shall be expelled.

10.5: The AMS Committee will not accept full URAR reports in the database and appraisers who inadvertently transmit one will be notified and expected to correct that entry within 3 days of notification. Failure to correct the entry by the end of the 3 days will result in the URAR being deleted by staff with no further notification.

10.6: Any data from the AMS database illegally transmitted, retransmitted, repackaged, repurposed, sold for profit or otherwise made available to any unauthorized person or entity will incur the harshest and severest of penalties.

In addition to those penalties stipulated by JAR/MLS, persons violating this section of the rules may face civil and/or criminal penalties, depending on the violation.

10.7: The AMS governing body will make available, as soon as practical, a definitions section for the benefit of all members and will make this available on the website for easy access.

I acknowledge that I have read these Rules and Regulations and Terms of Service, and agree to abide by and uphold the terms and rules and regulations. I also acknowledge that I have been given a copy of this document.

Appraiser Name

Date

Staff Signature

Date