



MEMBERSHIP AGREEMENT

Updated April 27, 2023

Welcome to the MIAMI Association of REALTORS®! Please take the time to review the terms of this Membership Agreement. This [Membership Agreement](#), along with the [MLS Rules](#), [Bylaws](#), [Privacy Policy](#), NAR Code of Ethics and Arbitration Manual (as adopted by MIAMI), [Cookie Policy](#), and [Terms of Use](#) (“MIAMI’s Governing Documents”) govern your membership with MIAMI and your use of the MIAMI MLS. This is a binding contract between you and the MIAMI Association of REALTORS®, Inc. (“MIAMI”) and includes terms limiting your legal rights and MIAMI’s liability to you. Consult your attorney before signing if you do not understand any of the terms here.

TABLE OF CONTENTS:

1.	ATTESTATION	2
2.	ACKNOWLEDGEMENTS	2
3.	AGREEMENT TO ARBITRATE	3
4.	ANTITRUST COMPLIANCE	3
5.	AUTHORIZATION AND RELEASE TO OBTAIN MEMBERSHIP-RELATED INFORMATION	3
6.	BYLAWS	4
7.	CODE OF ETHICS	4
8.	CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS	4
9.	CONSENT TO RECEIVE ELECTRONIC PROFESSIONAL STANDARDS NOTICES	4
10.	CONSENT TO RECEIVE OTHER ELECTRONIC NOTICES	4
11.	CONSENT TO RECORD	5
12.	DISCLAIMER OF LIABILITY OF MIAMI’S RESOURCES	5
13.	DISCLAIMER OF AND LIMITATION OF MIAMI’S LIABILITY	5
14.	DISPUTES AND REMEDIES	5
15.	DMCA POLICY	6
16.	FEEDBACK	6
17.	INDEMNIFICATION	6
18.	LICENSE TO ACCESS MIAMI’S RESOURCES	6
19.	MEMBERSHIP DUES AND FEES	6
20.	MIAMI MLS CREDENTIALS	7
21.	MIAMI MLS CONTRIBUTIONS	7
22.	MIAMI MLS RULES	7
23.	NEW MEMBER ORIENTATION	8
24.	NONREFUNDABLE FEES	8
25.	OWNERSHIP OF MIAMI’S INTELLECTUAL PROPERTY	8
26.	PHOTOGRAPHY NOTICE	9
27.	PRIVACY POLICY	9
28.	PROFESSIONAL STANDARDS: ETHICS AND ARBITRATION CASES	9
29.	REALTORS® POLITICAL ACTION COMMITTEE (“RPAC”)	9
30.	REASONABLE ACCOMMODATIONS	9
31.	SUBMITTING “CONTENT” TO MIAMI	9
32.	TERM AND TERMINATION	10
33.	TERMS OF USE	10
34.	TEXT MESSAGE SERVICE TERMS AND CONDITIONS	10
35.	TRADEMARKS	10
36.	MISCELLANEOUS	11
A.	AMENDMENTS	11
B.	ASSIGNMENT	11
C.	ATTORNEYS’ FEES AND COSTS	11
D.	GOVERNING LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL	11
E.	INDEPENDENCE, NO JOINT VENTURE	11
F.	INTEGRATION AND SEVERABILITY	11
G.	NO THIRD-PARTY BENEFICIARIES	11
H.	NO WAIVER	12
I.	NOTICES TO MIAMI	12
J.	NOTICES TO YOU	12

1. ATTESTATION

Pursuant to Sections 92.525(1)(c) and (2), Florida Statutes, under penalties of perjury, you declare, certify, or state that all of the information and documentation you have furnished, or will furnish to MIAMI REALTORS® and any parent company, subsidiary, corporate partner, affiliate, or designee (collectively, "MIAMI"), is true and correct. You further agree that the failure to provide MIAMI with complete and accurate information, both now and in the future, shall be grounds for the revocation of your membership in addition to any and all other remedies available to MIAMI.

You also agree that you will thoroughly familiarize yourself with the Code of Ethics of the NATIONAL ASSOCIATION OF REALTORS® ("NAR"), including the duty to arbitrate business disputes in accordance with the NAR Code of Ethics and Arbitration Manual, as adopted by MIAMI; the Constitutions, Bylaws, Rules, and Regulations of FLORIDA REALTORS® and NAR; and, MIAMI's Governing Documents. You agree that your act of paying dues shall be evidence of your initial and continuing agreement to abide by the aforementioned NAR Code of Ethics; NAR Code of Ethics and Arbitration Manual, as adopted by MIAMI; Constitutions, Bylaws, Rules, and Regulations of FLORIDA REALTORS® and NAR; and, MIAMI's Governing Documents.

2. ACKNOWLEDGEMENTS

By your act of paying dues and continued membership in MIAMI, you are acknowledging and agreeing to the following:

CONSENT TO ELECTRONICALLY ACCEPT AGREEMENTS. You expressly consent to the execution of agreements, including this Membership Agreement and MIAMI's Governing Documents, by electronic means (such as website "click through" agreements and consenting to be bound by MIAMI's Governing Documents through electronic notification of the same). MIAMI may amend this Membership Agreement by posting it on its website at www.miamirealtors.com/membership. If you continue your membership with MIAMI or if you continue use the MIAMI MLS Service or MIAMI MLS Database after MIAMI posts the amendments to this Membership Agreement online, you will be deemed to have agreed to the terms as amended. Except as provided in this section, this Membership Agreement may not be amended except by written instrument executed by you and the Chief Executive Officer of MIAMI.

MODIFICATIONS TO MIAMI MLS SERVICE. MIAMI may, but is not required to, modify the MIAMI MLS Service, which are the services MIAMI provides to you under this Membership Agreement, including but not limited to any access or license to the MIAMI MLS Software (MIAMI MLS's proprietary web browser interface(s), like SSO, to the MIAMI MLS System), the MIAMI MLS Database (all data available to you on the MIAMI MLS System, including your Content and Contributions, as defined herein, and all other text, binary, and photographic image data, in any form now known or hereafter discovered), and the MIAMI MLS System (the aggregate of all hardware and data connection systems that MIAMI MLS maintains, or that MIAMI's contractors or vendors maintain on its behalf, in order to make access to the MIAMI MLS Database available to you). MIAMI may also, but is not required to, remove information, make additional information available, and add or remove system functions in the MIAMI MLS Service. You understand that certain products and services may be subject to agreements other than this Membership Agreements and may require the payment of additional fees. MIAMI may use a third-party contractor, determined in MIAMI's sole and absolute discretion, to facilitate any of its responsibilities under this Membership Agreement.

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

CONDITIONS OF SERVICE. In addition to your requirement to understand and comply with MIAMI's Governing Documents, you are also responsible for complying with all applicable state, federal, and local laws, ordinances, and regulations in the performance of your obligations under this Membership Agreement, including the Fair Housing Act (42 U.S.C. § 3601 et. seq.), the Florida Fair Housing Act (Fla. Stats. §§ 760.20-760.37, local fair housing ordinances, and the Americans with Disabilities Act (42 U.S.C. §12101 et. seq.). You shall acquire and maintain all personal computers, modems, data connections, and computer software, other than the MIAMI MLS Software, necessary for your use of the MIAMI MLS Service.

SAVED INFORMATION. Saved Information (information that you store in the MIAMI MLS System for your own later use that is not intended by you to be available to MIAMI's other members, including but not limited to client, customer, and/or prospect and contact information) may not always be available to you and may become available to unauthorized

persons. MIAMI is not liable for unauthorized access to or loss of Saved Information. You are responsible for retention of any information that may be necessary to reconstruct Saved Information if it is lost or destroyed.

DISCLOSURE TO THIRD PARTIES. MIAMI reserves the right to distribute to third-parties certain information about you, including but not limited to names, telephone numbers, email addresses, and license numbers. MIAMI reserves the right to distribute to third parties aggregated information about your use of the MIAMI MLS Service. Third parties may include, but are not limited to, MIAMI's Corporate Affiliates when you attend their programming and events that they sponsor.

DISCLOSURE TO GOVERNMENT. You acknowledge that MIAMI may provide government agencies and law enforcement access to the MIAMI MLS Service at any time in MIAMI's sole discretion.

PRIORITY OF AGREEMENTS. You must enter into this Membership Agreement before you may obtain access to the MIAMI MLS Service. In the event of any conflict amongst MIAMI's Governing Documents, this Membership Agreement, as it exists now or as may be amended in the future, shall govern, followed by the Bylaws, then the MIAMI MLS Rules.

IDX AND VOW DATA ACCESS SUBJECT TO SEPARATE AGREEMENT. You acknowledge that access to MIAMI's IDX or VOW database and data feeds can occur only subject to a separate written agreement between you, MIAMI, and the Designated REALTOR®/Broker, as applicable.

USE OF MIAMI MLS SERVICE AND MIAMI MLS. You shall use the MIAMI MLS Service solely for the purpose of selling, listing, leasing, valuing, and appraising real estate, strictly as permitted by the MIAMI MLS Rules. Except as expressly provided in the Membership Agreement and MIAMI's Governing Documents, you shall not copy, create derivative works of, recompile, distribute, perform, display, sell, or resell the MIAMI MLS Service or any part of it, except for your Content or Contributions.

3. AGREEMENT TO ARBITRATE

By signing this Membership Agreement, you are agreeing that it is your obligation to arbitrate and mediate any controversies arising out of real estate transactions as specified by both Article 17 of the Code of Ethics and the NAR Code of Ethics and Arbitration Manual, as adopted by MIAMI. In the event of any contractual disputes or specific noncontractual disputes between Designated REALTOR® members, those Designated REALTOR® members shall submit the dispute to arbitration, which includes mandatory mediation, when so determined by the Professional Standards Grievance Committees. You also acknowledge and agrees to be bound by any arbitration award or decision.

4. ANTITRUST COMPLIANCE

MIAMI, a not-for-profit trade association, is the voice for real estate, influencing and shaping the industry, and is devoted to being the business and public policy advocate for its members. MIAMI meetings and events often include real estate professionals and other industry stakeholders who compete with each other or work for competing businesses. MIAMI is committed to conducting all meetings, programs, and events in a professional, ethical, and lawful manner, including adherence to all antitrust laws. This ensures pro-consumer, pro-competitive marketplaces that facilitate the sale of real estate. To that end, the topics of all programming, events, education, marketing, meetings, and materials, whether online or in-person, will focus on advancing the interests real estate professionals and consumers of real estate services, increasing competition, reducing risk for all parties involved in real estate transactions, and sharing insights on business best practices. The following topics are always prohibited: agreements to fix prices, limiting product or service offerings, allocating geographical territory or customers, and refusing to deal. Any discussion inconsistent with MIAMI's antitrust policies will not be tolerated.

5. AUTHORIZATION AND RELEASE TO OBTAIN MEMBERSHIP-RELATED INFORMATION

You authorize MIAMI to invite and receive information about you from any other MIAMI member, another local REALTOR® association, the state REALTOR® association, NAR, and from other third-parties for all legitimate business purposes (e.g. verifying that you are a member in good standing with any other REALTOR® associations, verifying compliance with Professional Standards proceedings, public records requests from the Florida Department of Business and Professional Regulation ("DBPR")). You further agree that any information and comment furnished to MIAMI by any third-party in response to such an invitation, and MIAMI's reliance on any such information, shall be privileged, confidential business records of MIAMI and that you are waiving any claims against MIAMI and those third parties which may include, but are not limited to slander, libel, and/or defamation of character.

6. BYLAWS

You can find MIAMI's Bylaws online [HERE](#); the current version is incorporated herein by reference. Your obligations and privileges as a member of MIAMI are set forth in the Bylaws. By joining as a new member of or renewing your membership with MIAMI, you are agreeing that you have read, understand, and agree to abide by the Bylaws of MIAMI REALTORS®, FLORIDA REALTORS®, and NAR, both as they exist now and as they are amended in the future. Your continued membership with MIAMI constitutes your ongoing consent to be bound by the then-current Bylaws.

7. CODE OF ETHICS

By signing this Membership Agreement, you agree to thoroughly educate yourself on, abide by, and complete required training for the Code of Ethics promulgated by NAR, both as it exists now and as it may be amended in the future. You can find the Code of Ethics online [HERE](#).

8. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By signing this Membership Agreement, you are giving your written consent to be contacted by MIAMI REALTORS® and any parent company, subsidiary, corporate partner, affiliate, or designee (collectively, "MIAMI") at the addresses, telephone numbers, fax numbers, email addresses, or any other contact information that you provide to MIAMI or DBPR both now and in the future. This written consent applies to changes in contact information that you may provide to MIAMI at any point in the future. By signing this Membership Agreement, you are further agreeing to opt back into any communications from which you have previously unsubscribed. As part of your membership with MIAMI, you are further agreeing to waive any limits on the method, mode, and frequency of communications from MIAMI to the maximum extent permitted by law, even if you are on a "Do Not Call" ("DNC") or "no sales solicitation calls" list. Moreover, by providing your telephone number to MIAMI in any form, including without limitation, any electronic, digital, or other written form, including via e-mail, website form, text message, telephone keypress, or voice recording, you authorize MIAMI to deliver or cause to be delivered to you, telemarketing, telephonic sales calls, and other calls and SMS/text messages using an automated system for the selection or dialing of telephone numbers or other automatic telephonic dialing system or the playing of a recorded message when a connection is completed to a number called, whether or not featuring an artificial or pre-recorded voice. You expressly consent to receive and authorize these calls and messages for any purpose, including but not limited to telemarketing, telemarketing sales calls, and advertising benefits and services that may be of interest, for the purpose of servicing your account, payment and billing, collecting any amounts you may owe, fundraising efforts and donations, updates and calls to action for the MIAMI REALTORS® Political Action Committee, informational updates, and for MIAMI's operations and operational improvements. You understand that you need not enter into a written agreement or otherwise agree as a condition to purchase any property, goods, or services. You further understand that calls and messages could result in interruption or data use or charges according to your plan.

9. CONSENT TO RECEIVE ELECTRONIC PROFESSIONAL STANDARDS NOTICES

By signing this Membership Agreement, you are consenting to receive notice, via email, of all matters related to Professional Standards pursuant to the NAR Code of Ethics and Arbitration Manual, as adopted by MIAMI (Sections 7 and 32). This includes, but is not limited to, ethics hearings, arbitration hearings, mediations, pre-hearing meetings in ethics and arbitrations, procedural reviews, and appeals. You understand and agree that it is your responsibility to keep your contact information current with MIAMI and that you will add the following emails to your "safe senders" list to avoid Professional Standards-related correspondence going to your spam or junk folders: ProfessionalStandards@miamire.com and CasePro@miamire.com.

10. CONSENT TO RECEIVE OTHER ELECTRONIC NOTICES

You may also communicate with MIAMI via e-mail, postal mail, telephone, CasePro, the mobile applications, MIAMI's website, MIAMI MLS, and other services. MIAMI may issue notices via these various channels, including by sending e-mails to an address you provide MIAMI, both now and in the future. You agree that such notices shall have legal effect. You also agree that any notices sent by e-mail satisfy any legal requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain emails and notices from mobile applications; and, when required by law, we will provide you with paper copies of notices upon request. You agree that you may make such a request by contacting us at legal@miamire.com. To receive, access, and retain the notices we send via e-mail, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By signing this Membership Agreement, you confirm that you are able to receive, access, and retain the notices MIAMI may send. You may update your contact information by contacting MIAMI at (305) 468-7000.

11. CONSENT TO RECORD

By participating in MIAMI's programming, whether in person or online, including but not limited to classes, events, social media, and/or communicating with MIAMI, in which you may appear, participate, or your voice may be heard or your image may be seen, you hereby consent to and grant to MIAMI, its employees, agents, and assigns, the right to record those wire, oral, and/or electronic communications (e.g., your voice and/or image). However, you may not record MIAMI's programming, whether in person or online, or MIAMI's employees, without advance written consent from MIAMI's Chief Executive Officer.

12. DISCLAIMER OF LIABILITY OF MIAMI'S RESOURCES

As a MIAMI member, you will have the privilege of accessing educational resources, information, classes, speakers, and materials, both online and in-person (collectively, "Resources"). These Resources are meant to provide education and information on relevant topics in the real estate industry and are not a substitute for advice, legal or otherwise. The Resources will also contain links to other third-party websites and third-party resources. Such links are only for the convenience of the reader, user, or browser. MIAMI does not recommend, guarantee, or endorse the content of third-party sites. For legal advice or representation, contact private counsel or call the Florida REALTORS® [Legal Hotline](#) at 407-438-1409. MIAMI's Resources are provided for educational and informational purposes only and should not be construed as legal advice or as an offer to perform legal services on any subject matter. The Resources contain general information and may not reflect current legal developments or information. Nothing is intended to create an attorney-client relationship and shall not be construed as legal advice. The Resources are not guaranteed to be correct, complete, current, or suitable. MIAMI makes no warranty, expressed or implied, about the accuracy or reliability of the information in the resources. You should not act or refrain from acting on the basis of any information in the Resources without seeking appropriate legal advice on the particular facts and circumstances at issue from an attorney licensed in your state. MIAMI expressly disclaims all liability with respect to actions taken or not taken by you based on any or all of the information in these Resources.

13. DISCLAIMER OF AND LIMITATION OF MIAMI'S LIABILITY

DISCLAIMER OF WARRANTIES. MIAMI PROVIDES THE MIAMI MLS SERVICE AND ALL COMPONENTS OF IT ON AN "AS IS," "AS AVAILABLE" BASIS. USE OF THE MIAMI MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MIAMI MLS SERVICE ARE AT YOUR SOLE RISK. MIAMI DOES NOT WARRANT THAT THE MIAMI MLS SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND MIAMI MAKES NO WARRANTIES AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF ANY INFORMATION AVAILABLE THROUGH THE MIAMI MLS SERVICE. MIAMI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE MIAMI MLS SERVICE AND THE INFORMATION AVAILABLE THROUGH THE MIAMI MLS SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MIAMI MLS SERVICE MAY CONTAIN HYPERLINKS TO WEB SITES OPERATED BY PARTIES OTHER THAN MIAMI; MIAMI DOES NOT CONTROL SUCH WEB SITES, IS NOT RESPONSIBLE FOR THEIR CONTENTS, DOES NOT ENDORSE THE SITES OR CONTENTS, AND MAY HAVE NO RELATIONSHIP WITH THE SITES' OPERATORS. **LIMITATIONS AND EXCLUSIONS OF LIABILITY.** MIAMI SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE MIAMI MLS SERVICE AND MIAMI RESOURCES, INCLUDING YOUR RELIANCE ON ANY INFORMATION OBTAINED THROUGH USE OF THE MIAMI MLS SERVICE; MISTAKES, OMISSIONS, DELETIONS, OR DELAYS IN TRANSMISSION OF SUCH INFORMATION; INTERRUPTIONS IN DATA CONNECTIONS TO THE MIAMI MLS SERVICE; AND VIRUSES OR FAILURES OF PERFORMANCE; WHETHER CAUSED IN WHOLE OR PART BY NEGLIGENCE, ACTS OF GOD, DATA CONNECTION FAILURE, OR THEFT OF, DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE MIAMI MLS SERVICE AND RELATED INFORMATION, RECORDS AND PROGRAMS. **MAXIMUM AGGREGATE LIABILITY.** IN NO EVENT SHALL MIAMI BE LIABLE TO YOU FOR ANY AMOUNT IN EXCESS OF THE GREATER OF (A) THE FEES YOU PAID MIAMI, IF ANY, IN THE YEAR IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM FOR DAMAGES; OR, (B) ONE HUNDRED DOLLARS (\$100.00). YOU ACKNOWLEDGE THAT MIAMI HAS SET ITS FEES AND OTHER CHARGES IN RELIANCE ON THE DISCLAIMERS OF WARRANTY AND LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS MEMBERSHIP AGREEMENT AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND MIAMI.

14. DISPUTES AND REMEDIES

You acknowledge and agree that the MIAMI MLS Software, MIAMI MLS Service, and MIAMI MLS Database are confidential and proprietary products of MIAMI and that in the event there is an unauthorized disclosure of them by you, no remedy at law will be adequate. You therefore agree that in the event of such unauthorized disclosure of MIAMI MLS Software, MIAMI MLS Service, or MIAMI MLS Database, MIAMI may obtain injunctive relief or other equitable remedies against you in addition to all available remedies at law, without any showing of actual damages or posting any bond or security of any kind. In the event MIAMI claims that you have violated any of MIAMI's Governing Documents, MIAMI may, at its option, resolve such a claim according to the disciplinary procedures set out in MIAMI's Governing Documents. Except as otherwise

provided herein for injunctive relief, any controversy or claim arising out of or relating to this Membership Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, including the Expedited Procedures where applicable, the Optional Procedures for Large Complex Commercial Disputes where applicable, and the Optional Rules for Emergency Measures of Protection (collectively, the “Arbitration Rules”). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. Unless all parties to the dispute agree otherwise, any arbitration hearing or proceeding hereunder shall be held in Miami-Dade County, Florida, except that it may be held by telephone or via an electronic platform where the Arbitration Rules expressly so permit. For any disputes or claims under this Membership Agreement that are not subject to arbitration, you agree to submit to the jurisdiction and venue of the state and federal courts in Miami-Dade County, Florida.

15. DMCA POLICY

You can find MIAMI’s DMCA Policy [HERE](#). Your continued membership with MIAMI constitutes your ongoing consent to be bound by the then-current DMCA Policy.

16. FEEDBACK

If you, or anyone acting on your behalf, sends or transmits any communications or materials to MIAMI by mail, email, telephone, text message, in-person, social media, or otherwise, suggesting or recommending changes, comments, questions, suggestions, or the like (“Feedback”), MIAMI is free to use such Feedback irrespective of any other obligation or limitation between you and MIAMI. You assign to MIAMI, both on your behalf and anyone else acting on your behalf, all right, title, and interest in the Feedback, and MIAMI is free to use, without any attribution or compensation to you or any other party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever; although, MIAMI is not required to use any Feedback and any such Feedback does not create any contractual obligations.

17. INDEMNIFICATION

You shall indemnify, defend, and hold harmless MIAMI and its shareholders, directors, officers, employees, affiliates, subsidiaries, contractors, affiliated companies, and agents from and against any third-party claim, demands, awards, settlement amounts, damages, losses, liabilities, or expenses (including costs and attorneys’ fees) (collectively, a “Claim”) arising out of or relating to: (A) any Claim that any trademark, logo, or trade name provided by you to MIAMI infringes upon or misappropriates the intellectual property of any third party; (B) any Claim that your “content,” as defined herein, infringes upon or misappropriates the intellectual property of any third-party; (C) your failure to comply with applicable laws, rules, regulations, or this Membership Agreement or any of MIAMI’s Governing Documents; (D) a violation of your representations and warranties in this Membership Agreement and/or your application for membership with MIAMI; (E) your use or misuse of any of MIAMI’s products and services; (F) your decision to hire or otherwise engage any of MIAMI’s Corporate Affiliates; and/or (G) your use or misuse of the MIAMI MLS. MIAMI shall give you prompt written notice of any Claims on the basis of which MIAMI intends to seek indemnification; provided, however, failure to so notify will not relieve you of your obligations hereunder. You shall have the right and authority to control the defense and settlement negotiations of any claim at your sole expense; provided, however, that (H) MIAMI may, at its own expense, elect to actively participate in the defense and settlement of such Claim and any appeal arising therefrom, through its attorneys or otherwise; and, (I) no settlement of a Claim that involves a remedy other than the payment of money by you shall be entered into without the written consent of MIAMI.

18. LICENSE TO ACCESS MIAMI’S RESOURCES

As a MIAMI member, you will have the privilege of accessing MIAMI’s Resources, subject to the terms of this Membership Agreement. MIAMI reserves the right, in its sole and absolute discretion, to determine: the mode, frequency, type, and cost of classes offered; the type and content of Resources provided; the speakers; and, when to upload or remove Resources from any of MIAMI’s websites and/or platforms, including any third-party platforms. You understand and agree that MIAMI may be subject to the terms and conditions of third-party platforms, which may allow for those third-party platforms to remove MIAMI’s content. You agree that nothing in MIAMI’s Governing Documents grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to MIAMI’s Resources. You agree and understand that MIAMI reserves the right, in its sole discretion, to provide, or not provide, copies of videos, recordings, and other resources to you.

19. MEMBERSHIP DUES AND FEES

You shall pay the membership dues that MIAMI sets forth in its dues billing notices, invoices, and as posted online. MIAMI reserves the right to amend membership dues at any time in its sole discretion. MIAMI will provide advance written notice

to you if there is any such increase in membership dues. If you object to the increase, you may terminate this Membership Agreement by written notice to MIAMI at any time before the effective date of the increase. MIAMI may assess and collect fines from you for violation of the MIAMI MLS Rules. Payment terms for fines are set out in the MIAMI MLS Rules. MIAMI may amend its schedule of fines and terms for collecting them at its sole discretion at any time. There are no refunds of membership dues or fees. All membership dues and fees paid to MIAMI are exclusive of federal, state, municipal or other governmental excise, sales, value-added, use, personal property and occupational taxes, excises, withholding obligations and other levies now in force or enacted in the future and, accordingly, you shall pay all such taxes and levies other than any tax or levy for which MIAMI is responsible.

20. MIAMI MLS CREDENTIALS

You agree and understand that you will receive identification numbers, passwords, and login credentials in connection with the MIAMI MLS ("MIAMI MLS Credentials"), which are used to access all functions, programs, and data of the MIAMI MLS. MIAMI and you acknowledge that both you and MIAMI have an interest in protecting the security of the MIAMI MLS System and the MIAMI MLS Database. You shall maintain the confidentiality of your MIAMI MLS Credential user ID and password. MIAMI will issue your MIAMI MLS Credentials, and you must not facilitate sharing of passwords. You shall ensure that you maintain the confidentiality of your MIAMI MLS Credentials and that no one other than you access to the MIAMI MLS Service or any part of it. To maintain the confidentiality of all MIAMI MLS Credentials, the MIAMI MLS Database, and the MIAMI MLS System, you shall take the greater of reasonable care or the care you take to protect your own confidential information. You shall not make any MIAMI MLS Credentials, the MIAMI MLS Database, or the MIAMI MLS System available to any third party, including without limitation affiliates, franchisors, and subsidiaries, unless expressly authorized to do so under this Membership Agreement or MIAMI's Governing Documents. Failure to comply with this provision will result in a significant fine, as set forth in MIAMI's Governing Documents. You may disclose information confidential under this Membership Agreement if, and to the extent, the order of a court or other tribunal with jurisdiction requires disclosure; provided however, that you first give reasonable and prompt written notice to MIAMI to permit MIAMI to seek a protective order. You accept full responsibility for the confidentiality of your MIAMI MLS Credentials. You acknowledge that damages suffered by MIAMI from access to the MIAMI MLS Service by an unauthorized third party as a result of the intentional or unintentional disclosure of your MIAMI MLS Credentials to a third-party would be speculative and difficult to quantify. Accordingly, as a material inducement to MIAMI to enter into this Membership Agreement with you, you agree that: (A) in the event that any disclosure of your MIAMI MLS Credentials results in access to the MIAMI MLS Service by an unauthorized third party, regardless of whether such disclosure is intentional, negligent, or inadvertent, you shall be liable to MIAMI for liquidated damages in the amount of five thousand dollars (\$5,000.00) (or the amount established in MIAMI's Governing Documents, whichever is greater) and, at the sole and absolute discretion of MIAMI, termination of this Membership Agreement; and, (B) in the event that you make unauthorized disclosure of any portion of the MIAMI MLS Service or MIAMI MLS Database to any third party, you shall be liable for liquidated damages in the amount of five thousand dollars (\$5,000.00) (or the amount established in MIAMI's Governing Documents, whichever is greater) for each real estate listing disclosed and, at the sole and absolute discretion of MIAMI, termination of this Membership Agreement.

21. MIAMI MLS CONTRIBUTIONS

"Contribution" or "Contributions" to the MIAMI MLS Service means all selection, coordination, and arrangement of listing information submitted, contributed, or input in the MIAMI MLS System, including the choice, classification, categorization, ordering, and grouping of material or data that is included in the MIAMI MLS System. Contributions do not include original text or photographs. With regard to your Contributions to the MIAMI MLS Service, you warrant that the information submitted complies with all applicable federal, state, and local laws, statutes, ordinances, and regulations and MIAMI's Governing Documents in all respects, including with regard to: (A) required data fields; (B) format of submission; (C) permitted and required listing types; and, (D) procedures for submission. You warrant that your Contributions (and Content, as defined herein) do not infringe or violate any patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third party; and that there is no claim, litigation or proceeding pending or threatened with respect to your Contributions. You further warrant and represent that you have used and will use reasonable care to ascertain the accuracy of your Contributions and Content and its compliance with all laws. You shall ensure that any changes to your Contributions are made on the MIAMI MLS System within such time as provided in MIAMI's Governing Documents. Pursuant to the MIAMI MLS Rules and MIAMI's Governing Documents, you shall promptly provide MIAMI with all documentation that MIAMI requests of you to ascertain your compliance with this Membership Agreement and with MIAMI's Governing Documents.

22. MIAMI MLS RULES

You can find MIAMI's MLS Rules online [HERE](#), and you agree that they are incorporated herein by reference. Your obligations and privileges as a participant in and/or subscriber to the MIAMI Multiple Listing Service (a/k/a Southeast Florida Multiple Listing Service) are set forth in the MLS Rules. The MLS Rules are incorporated into this Membership Agreement by reference. By joining as a new member of or renewing your membership with MIAMI, you are agreeing that you have read, understand, and agree to abide by the MLS Rules, both as they exist now and as they are amended in the future.

Your continued membership with MIAMI, as a REALTOR® and/or participant or subscriber of the MIAMI MLS, constitutes your ongoing consent to be bound by the then-current MLS Rules.

23. NEW MEMBER ORIENTATION

Applicants for membership and members shall complete an orientation program, which includes the Code of Ethics, meeting the minimum criteria established by the NAR for new member ethics training. This requirement does not apply to applicants for REALTOR® membership or provisional members who have already completed comparable orientations in another REALTOR® association, provided that REALTOR® membership has been continuous or that any break in membership has lasted one year or less. Failure to satisfy this requirement within 90 days of the date of your application (or, alternatively, by the date that provisional membership was granted) will result in denial of the membership application or termination of provisional membership. In the meantime, you will be scheduled to attend our next available new member orientation. Our Member Services Department will contact you with the date.

24. NONREFUNDABLE FEES

By signing this Membership Agreement, you hereby acknowledge and accept that any and all fees paid to MIAMI, including membership dues or otherwise, are nonrefundable and shall be retained by MIAMI. No fees, or any portion thereof, paid to MIAMI will be refunded upon termination or suspension of your membership for any reason. You also agree the termination or suspension of your membership with MIAMI does not alleviate you for your liability for sums of money due to MIAMI that you accrued during your membership with MIAMI. You agree that all fees you or anyone acting on your behalf pays to MIAMI are valid charges, if made to a credit card, and you further agree that any dispute to a credit card company for those fees will be made in bad faith. You understand that membership dues are not tax-deductible as charitable donations; however, you should consult with a tax professional to determine whether your membership dues are tax-deductible as an ordinary and necessary business expense.

25. OWNERSHIP OF MIAMI'S INTELLECTUAL PROPERTY

GENERALLY. MIAMI reserves all rights not expressly granted to you, as a member, in this [Membership Agreement](#), [MLS Rules](#), [Bylaws](#), [Privacy Policy](#), NAR Code of Ethics and Arbitration Manual ([as adopted by MIAMI](#)), [Cookie Policy](#), and [Terms of Use](#) (collectively, "MIAMI's Governing Documents"). Except for the limited rights and licenses expressly granted under MIAMI's Governing Documents, nothing in MIAMI's Governing Documents grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to MIAMI, MIAMI MLS, and any respective parent company, subsidiary, corporate partner, affiliate, or designee.

YOUR LICENSE TO MIAMI. You hereby grants to MIAMI a non-exclusive, perpetual, world-wide, transferable, royalty-free, license to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) your Contributions. You warrant that you have the authority to grant this license.

MIAMI HAS NO OBLIGATION TO PROTECT YOUR CONTRIBUTIONS. You acknowledge that: MIAMI makes no grant of license or assignment to you of any rights in MIAMI, the MIAMI MLS Service, or the MIAMI MLS Database; MIAMI may, but is not required to register the copyrights in all of the Contributions to the MIAMI MLS Service and the MIAMI MLS Database, including yours; MIAMI is not obligated to make or employ any efforts whatsoever to detect or hinder third parties from using Contributions without your permission; MIAMI will make no effort to secure for you the right to use copyrighted works.

WORK FOR HIRE AND/OR ASSIGNMENT. Pursuant to MIAMI's Governing Documents, Contributions shall be a work made for hire by you for the benefit of MIAMI, which shall be deemed the Contribution or Contributions" author for purposes of copyright law. If for any reason the Contributions cannot be provided as a work made for hire, you agree to assign and hereby do assign to MIAMI all right, title and interest in the Contributions, including, without any limitation, any copyrights therein under United States and international copyright law. You warrant that you have the authority to make this assignment.

YOUR LICENSE TO USE THE MIAMI MLS SERVICE AND SOFTWARE. MIAMI hereby grants you a personal, non-exclusive, non-transferable, and royalty-free license during the term of this Membership Agreement to use the MIAMI MLS Software, MIAMI MLS Service, and the MLS Database (excluding your Contributions, if any) (collectively, the "Licensed Materials"), only to the extent expressly permitted by this Membership Agreement and MIAMI's Governing Documents and only to deliver real estate brokerage or appraisal services to your bona fide customers. All uses of the Licensed Materials not expressly authorized in this Membership Agreement and MIAMI's Governing Documents are prohibited. Title to the Licensed Materials remains at all times in MIAMI and shall not pass to you.

YOUR WARRANTIES. You warrant that: your Contributions do not infringe on the copyright or other intellectual property rights of any third party; and, you have the written consent of any party necessary to provide the Contributions to MIAMI.

26. PHOTOGRAPHY NOTICE

By participating in MIAMI's programming, whether in-person or online, including but not limited to classes, events, social media, and/or communicating with MIAMI, in which you may appear, participate, or your voice may be heard or your image may be seen, you hereby grant to MIAMI, its employees, agents, and assigns, an irrevocable, unrestricted, unlimited, perpetual, royalty-free, worldwide license to use, reproduce, publish, distribute, transmit, and display your name, voice, image, likeness, related statements, comments and remarks and all other persona or other attributable rights and any information or materials supplied by you, including any third party materials, as they appear in such programming for purposes related to the mission of MIAMI, including but not limited to publicity, marketing, websites, other electronic forms of media, and promotion of MIAMI and its various programs.

27. PRIVACY POLICY

You can find MIAMI's Privacy Policy [HERE](#). Your continued membership with MIAMI constitutes your ongoing consent to be bound by the then-current Privacy Policy.

28. PROFESSIONAL STANDARDS: ETHICS AND ARBITRATION CASES

You agree that, as a prospective, existing, or new member of MIAMI, if you are subsequently expelled, suspended, or if you resign from MIAMI, and there is an ethics complaint or a request for arbitration pending with Professional Standards, MIAMI may condition the renewal of your membership upon verification that you will submit to the pending ethics or arbitration hearing and that you will abide by the decision of the hearing panel. If you resign, are expelled, or if you are suspended, and you have not yet complied with an arbitration award or an ethics hearing decision, you agree that MIAMI may condition renewal of your membership upon: your payment of the arbitration award; your compliance with the ethics hearing decision; and/or, your payment of any associated costs, fines, or fees associated with the arbitration or ethics case.

29. REALTORS® POLITICAL ACTION COMMITTEE ("RPAC")

Political contributions are not deductible for federal income tax purposes. Contributions are voluntary and are used for political purposes. The amounts indicated are merely guidelines and you may contribute more or less than the suggested amounts. NAR and its state and local associations will not favor or disadvantage any member because of the amount contributed or decision not to contribute. You may refuse to contribute without reprisal. Your voluntary contribution may be shared among the MIAMI REALTORS® PAC and/or affiliated organizations to support state and local political candidates, and a portion may go towards the NAR's Political Advocacy Fund ("PAF") to use for other related federal political purposes.

30. REASONABLE ACCOMMODATIONS

MIAMI is committed to providing an accessible environments and content. If you have a disability and may require a reasonable accommodation to fully participate in an event or a program, contact MIAMI's Education Team at 305-468-7066 or coreed@miamire.com to request a reasonable accommodation at least 48 hours before the event.

31. SUBMITTING "CONTENT" TO MIAMI

By accessing or using the MIAMI MLS Service, MIAMI's website, social media, multiple listing service, or any other digital platform owned or operated by MIAMI to upload "Content," as defined herein, you signify that you have read, understood, and agree to the terms of this disclaimer. You grant MIAMI, its employees, agents, and assigns an irrevocable, unrestricted, unlimited, perpetual, royalty-free, worldwide license to collect, store, use, reproduce, publish, distribute, transmit, and display the "Content" you upload to MIAMI's website, or otherwise provide to MIAMI by email, text message, and/or social media, which includes but is not limited to your photographs, videos, montages, images, recordings, name, voice, image, likeness, related statements, comments, remarks, all other persona or other attributable rights, and any other information or materials supplied by you, including any third party content, for all purposes related to MIAMI's mission, which includes, but is not limited to publicity, marketing, websites, electronic or other forms of media, and promotions of MIAMI and its programming. MIAMI is not required to use any such Content and any Content you provide does not create any contractual obligations of compensation to you. Lastly, you represent that the Content you upload: will not infringe the copyright or other rights of any third-party; does not contain any malicious computer instructions, including without limitation any virus, trojan horse, worm, trapdoor, ransomware, or other malicious code; does not contain the image or likeness of any minor children; and, is not obscene, profane, or otherwise offensive, in the sole and absolute discretion of the MLS. If you do not agree to this Membership Agreement, do not upload Content.

32. TERM AND TERMINATION

GENERALLY. Your continued membership with MIAMI constitutes your ongoing consent to be bound by the then-current version of this Membership Agreement, which is posted online [HERE](#). Any updates to the Membership Agreement are effective as of the date they are posted online. MIAMI may, but is not obligated, to send you notices of when the Membership Agreement, or any portions thereof, are updated. You agree that it is your responsibility to periodically check MIAMI's [website](#) for updates to this Membership Agreement. This Membership Agreement terminates when you cease to be a member of MIAMI (whether that is because you resign, you transfer your REALTOR® membership, you are expelled, if you are suspended, or for one of the reasons enumerated below); however, the provisions herein which, by their nature should survive termination, shall survive termination of this Membership Agreement.

TERMINATION FOR YOUR BREACH OF THE MEMBERSHIP AGREEMENT. MIAMI may terminate the then-current version of the Membership Agreement in the event that you have not performed any material obligation or has otherwise breached any material term of this Membership Agreement (without having to arbitrate). Any such termination shall become effective upon the expiration of three days after written notice to you, the breaching party, if the breach or nonperformance has not then been remedied to MIAMI's sole and absolute satisfaction.

TERMINATION FOR FAILURE TO COMPLY WITH MIAMI'S GOVERNING DOCUMENTS. MIAMI may terminate this Membership Agreement if you fail to comply with MIAMI's Governing Documents without having to arbitrate; however, this Membership Agreement shall not be terminated in accordance with the terms of this section until your hearing or appeal rights, if any, have expired as provided in MIAMI's Governing Documents. If in MIAMI's judgment, however, a violation or alleged violation of MIAMI's Governing Documents is resulting in a continuing harm to MIAMI, other members, or the public, MIAMI may suspend your access to the MIAMI MLS Service and/or MIAMI MLS Database during the pendency of any hearing or appeal.

TERMINATION FOR FAILURE TO PAY. In the event you fail to pay any fees required under this Membership Agreement, MIAMI may terminate service without being subject to arbitration. In its sole and absolute discretion, MIAMI may suspend its performance under this Membership Agreement rather than terminating it, in the event that you fail to pay any fees required under this Membership Agreement.

TERMINATION FOR CONVENIENCE. You may terminate this Membership Agreement with or without cause upon thirty days' written notice to MIAMI.

EVENTS UPON TERMINATION. Promptly upon any termination or expiration of this Membership Agreement: (A) MIAMI shall deactivate your MIAMI MLS Credentials and you shall have no further access to the MIAMI MLS Service or MIAMI MLS Database; (B) you shall purge all copies and backups of the MIAMI MLS Service and the MIAMI MLS Database (except your Contributions) from your personal and work computers; and, (C) all licenses granted hereunder, except the license to your Contribution herein shall immediately terminate.

33. TERMS OF USE

You can find MIAMI's Terms of Use [HERE](#). Your continued membership with MIAMI constitutes your ongoing consent to be bound by the then-current Terms of Use.

34. TEXT MESSAGE SERVICE TERMS AND CONDITIONS

By adding your mobile telephone numbers to your membership account with MIAMI or to your account with the Florida Department of Business and Professional Regulation ("DBPR"), or otherwise providing your consent, you understand that you may receive certain text message notifications at those numbers on a recurring basis in accordance with your preferences. The text messages may include, but are not limited to notifications concerning your membership, and other messages to which you opt in to receive. The number of text messages you receive is based on your account preferences. Such text messages may be sent using an autodialer by MIAMI or others texting on its behalf. Message and data rates may apply. You, and not MIAMI or its service providers, are responsible for payment of such charges. For help with the text message service, text the keyword HELP to 25900, email at membership@miamire.com, or call MIAMI at (305) 468-7000. You may opt out at any time by sending the keyword STOP to 29500. You agree that MIAMI is not liable for delayed or undelivered messages.

35. TRADEMARKS

You acknowledge and agree that NAR is the sole and exclusive owner of the trademark rights in the collective membership marks REALTOR®, REALTORS®, REALTOR-ASSOCIATE®, and the REALTOR® logo (the "REALTOR® Marks") and NAR's name and trademark THE NATIONAL ASSOCIATION OF REALTORS® (collectively, the "Marks"). You will ensure

that your use of the Marks are only in accordance with NAR's policies and guidelines regarding such use, and further, that the REALTOR® Marks will never be used in any context that suggests that a person may be a REALTOR® without reference to membership status in NAR or that REALTOR® is interchangeable with "real estate agent," "real estate broker," or "real estate professional." NAR's policies and guidelines are located in the Membership Marks Manuals available on NAR's website at <https://www.nar.realtor/mmm>. You may not use the NATIONAL ASSOCIATION OF REALTORS® or MIAMI REALTORS® name or logo without NAR's or MIAMI's advance written permission. When you are no longer a member of MIAMI or any other REALTOR® association, you will cease and discontinue your use of the Marks.

36. MISCELLANEOUS

A. AMENDMENTS

Except as provided in Section 2 herein, this Membership Agreement may not be amended, altered, or modified except by written instrument executed by you and the Chief Executive Officer of MIAMI.. Any such purported amendment, alteration, or modification without the written agreement of MIAMI's Chief Executive Officer shall not be effective or binding.

B. ASSIGNMENT

This Membership Agreement is binding upon you and MIAMI's respective successors and permitted assigns. However, you shall not assign this Membership Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of MIAMI's Chief Executive Officer.

C. ATTORNEYS' FEES AND COSTS

In the event of any proceeding, arbitration, or lawsuit brought by you or MIAMI in connection with this Membership Agreement, or on account of this Membership Agreement, the prevailing party shall be entitled to recover its costs, expenses, and reasonable attorneys' fees associated with such proceeding or lawsuit, including but not limited to appeals.

D. GOVERNING LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

Except for when arbitration is required as provided in Section 14, you agree to exclusively submit to the jurisdiction and venue of any court of competent jurisdiction in Miami-Dade County, Florida, on a single plaintiff basis (you waive any right to pursue claims on behalf of, or in conjunction with, a class of plaintiffs). You also waive any objection based on improper venue or *forum non conveniens*. This Membership Agreement is to be construed pursuant to the laws of the State of Florida, without regard to conflict of law provisions. To the fullest extent permitted by law, you and MIAMI waive any and all right to trial by jury in any dispute or claim arising out of or related to this Membership Agreement or MIAMI's Governing Documents.

E. INDEPENDENCE, NO JOINT VENTURE

Nothing in this Membership Agreement shall be construed as creating a partnership, joint venture, or principal/agent relationship between you and MIAMI. You do not have the right or authority to act for or assume, create, or incur any obligation or liability of any kind, whether express or implied, against, in the name of, or on behalf of MIAMI. You and MIAMI shall be fully independent in their respective business operations and shall make all business decisions and practices independently and unilaterally.

F. INTEGRATION AND SEVERABILITY

This Membership Agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements on the subject hereof. If any particular section of this Membership Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited, or unenforceable for any reason, such section, as to such jurisdiction only, shall be ineffective, without invalidating the remaining provisions of this Membership Agreement, without affecting the validity or enforceability of this Membership Agreement, and without affecting the validity or enforceability of such provision in any other jurisdiction. Any provision or section found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any section. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. As used in this Membership Agreement, the plural shall include the singular and the singular shall include the plural whenever appropriate.

G. NO THIRD-PARTY BENEFICIARIES

This Membership Agreement is entered into solely between, and may be enforced only by you and MIAMI, and this Membership Agreement shall not create or be construed to create any rights in any home owner, home seller, home purchaser, board or association, or other third party.

H. NO WAIVER

MIAMI's failure to exercise or enforce any right or provision of this Membership Agreement and/or MIAMI's Governing Documents shall not constitute a waiver of such right or provision.

I. NOTICES TO MIAMI

All notices required to be given to MIAMI under the terms of this Membership Agreement shall be in writing, sent to MIAMI's Headquarters, by: personal delivery; certified mail, return receipt requested; or, reputable overnight or two-day courier with proof of delivery. Notices to MIAMI shall be effective upon receipt. A copy of all notices sent to MIAMI must also be sent via email to legal@miamire.com.

J. NOTICES TO YOU

All notices required to be given to you under the terms of this Membership Agreement shall be made by: posting online on MIAMI's websites, where provided for in this Membership Agreement; or, via email at the email address you last provided to MIAMI. Notices to you shall be effective upon posting online on MIAMI's websites; or, when sent by email, when the email is sent to you.