

**RULES AND REGULATIONS
MULTIPLE LISTING SERVICE, INC.
OF THE
MONTGOMERY AREA ASSOCIATION OF REALTORS[®], INC.**

The MLS Board of Directors has designated standard fines for some violations of these rules and regulations. Fines will be charged to the Participant; details are found in the MLS Rules and Regulations Synopsis.

SECTION 1--LISTINGS

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19) M

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

Section 1.1 Procedures.

A. Entering Listing Data. Listings of real property of the types shown below which are listed subject to a real estate broker's license, and which are located within the territorial jurisdiction of the Montgomery Area Association of REALTORS[®] and taken by Participants on exclusive right to sell or exclusive agency listing forms shall be entered into the Multiple Listing Service. After all necessary signatures of seller(s) have been obtained, entry shall be completed within 48 hours excluding weekends and holidays (*See Section 1.4 for Exempted Listings*). (Amended 11/01) Only properties being sold by the legal owner are to be listed in ALAMLS. (Amended 10/22)

1. Single-family homes for sale or exchange.
2. Residential vacant lots and residential acreage for sale or exchange.
3. Two-, three-, and four-family residential buildings for sale or exchange.

B. Criteria for Entering Residential and Lot Listings. Vacant lots must be entered in the lots and acreage section of MLS. One per builder owned lot per neighborhood may be entered as proposed construction. Builder must provide floor plan, site plan and specs to be entered as documents in MLS at the time of listing. The photo and notes must include "proposed construction". For all other New construction: After the foundation is complete, a listing may be entered as a residential property type and a sketch of the front elevation submitted to MLS.

C. Listing Form. The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to use provided the listing is of a type accepted by the Service. Participants are encouraged to use the listing forms approved by the Multiple Listing Service. The Multiple Listing Service, through its legal counsel may refuse to accept a listing agreement form that fails to adequately protect the interest of the public and Participants. In addition, the Service may take steps to ensure that no listing agreement form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client or customer (seller or buyer) (Amended 07/21).

D. Acceptable Listings.

1. The Multiple Listing Service shall accept exclusive right to sell listing contracts, exclusive agency listing contracts, and transaction brokerage listings. (Participants who enter transaction brokerage listings must also execute an exclusive right to sell or exclusive agency listing agreement with the seller(s) prior to placing these listings in the Service.) The Multiple Listing Service may accept other forms of agreement which make it possible for the listing Participant to offer compensation to the other Participants of the Multiple Listing Service. A listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service. The different types of listing agreements include *exclusive right to sell*, *exclusive agency*, *open*, and *net* (Amended 10/96. Amended 1997-NAR).

2. The Service may not accept net listings because they are deemed unethical, and in Alabama, they are illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to compensate other Participants and because open listings inherently provide a disincentive for compensation. (Amended 9/94. Amended 1997-NAR).

E. Exclusive Right to Sell. This type of listing is the conventional form submitted to the Service in which the seller authorizes the listing Participant to cooperate and/or to compensate other Participants. (Amended 9/94 and 10/96)

F. Exclusive Agency Listing. The exclusive agency listing also authorizes the listing Participant, as exclusive agent, to offer compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. The exclusive agency listing should be clearly distinguished from the exclusive right to sell listings, since it can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings. Participants are required to post their company "for sale" sign on all exclusive agency listings, should the home owner request a sign be posted. (Amended 10/96, 12/96, 6/04, 7/21. Amended 1997-NAR)

G. Limited Representation Listing. Any listing with respect to which the listing broker is not obligated to provide, and will not be providing, any "substantial services," as defined herein, must be identified as Limited Representation = Yes in MLS. For purposes of this rule, the term "substantial services" includes, but is not limited to, the listing broker's participation in presentation of offers to purchase the listed property to the seller, the seller's consideration of such offers, or the seller's making any counteroffers.

H. Exclusions. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by the word "*exclusions*" in the *remarks section*. This will distinguish them from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations (Amended 9/94).

I. Office Exclusive Listing. Office Exclusive listings are an important option for those sellers who are concerned about privacy and wide exposure of their property being for sale. For an Office Exclusive listing, no public marketing is permitted* direct promotion of the listing between the brokers and licensees affiliated with the listing brokerage,

and one-to-one promotion between these licensees and their clients is not considered public marketing and is permitted. ***Note:** In accordance with MAAR/MLS's clear cooperation Policy: If an Office Exclusive listing is publicly displayed or marketed to the general public, it must be submitted to the MLS for cooperation within one (1) business day. (Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (Including IDX and VOW) digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. Office Exclusive listings shall be entered into the MLS in the Office Exclusive Listing Status within 2 business days of a signed listing agreement (Amended 2/20)

J. File Requirements. The Listing Participant shall maintain a file for each listing entered into the Multiple Listing Service. The file shall include the listing agreement, any other required form to comply with MLS Rules and Regulations and any other forms required by statutory licensing law. A copy of the computer printout showing the data entered into the Multiple Listing Service may be maintained in lieu of the required profile sheet. Participants, upon request from the Service, will submit forms to the Multiple Listing Service to ensure compliance. (Amended 7/21).

K. Other Property Types That May Be Entered. The types of properties below may be may be filed with the Service at the Participant's option; however, any listing submitted must be within the scope of the Participant's licensure as a real estate broker.

1. Residential
2. Residential Investment
3. Vacant Lot and Acreage
4. Land and Ranch
5. Business Opportunity
6. Motel-Hotel
7. Mobile/Manufactured Homes
8. Commercial and Industrial

K. Auction. The Service will not accept exclusively listed property subject to auction (Amended 9/94).

Section 1.2 Listings Subject to Rules and Regulations of the Service. Any listing taken on a contract to be filed with the Service is subject to the Rules and Regulations of the Service upon signature of the seller(s).

Section 1.3 Details on Listings Entered into the Service. A listing agreement and profile sheet shall be complete in every detail which is ascertainable as specified on the form before it is entered into the Multiple Listing Service.

A. Owner's Name.

1. The name of the owner is a matter of public record and must be entered. Leaving the name blank or entering "confidential", "private", etc. or making any entry other than the owner's name is a violation of this Section of the MLS Rules and Regulations.
2. True confidential listings may be entered in the Service, provided the listing office has written authorization from the property owner to do so. The owner's letter requesting confidentiality and a copy of the listing agreement uploaded as a supplement before the listing is active on MLS. The documents will only be available for staff and listing broker/agent view. (Amended 07/21).
3. The appointment phone number should be consistent with showing instructions. For example, if remarks say "call agent," then the phone number should be agent's phone number.

B. Deletion of Data. Deletion of information, such as owner's name and phone number, from a listing is a violation of this Section of the MLS Rules and Regulations (Amended 9/94).

C. Financial Data.

1. *Graduated/Escalating Loans.* All graduated or escalating type loans will be identified in the financial section with pertinent details, i.e., new payments, interest rates, caps, anniversary dates, etc., provided in the remarks section (Amended 9/94).

2. *Variable Rate Commissions.* For more detailed variable rate information, see Section 5.1 F.

D. Mandatory Remarks.

1. *Exclusions.* The first word in line 4 of the Remarks section of an Exclusive Right to Sell listing with excluded prospects will be the word "Exclusions" followed by the last name(s) of the excluded prospect(s) (Amended 12/96).

E. Geographical Area. Listings will be entered in the geographical area where the property is located. After notification of an error, the listing Participant will be allowed 4 calendar days to correct the error.

Section 1.4 Exempted Listings.

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

Note: Section 1.4 is not required if the service does not require all (indicate type[s] of listing[s] accepted by the service) listings to be submitted by a participant to the service.

Note 2: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation. M

Section 1.5 Change of Status of Listing. Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

Section 1.6 Withdrawal of Listing Prior to Expiration. Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. (Adopted 11/96)

Section 1.7 Contingencies Applicable to Listings. Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Section 1.8 Listing Price. The full gross listing price stated in the listing contract will be included in the MLS compilation of current listings. (Amended 7/21).

Section 1.9 Listing Multiple Unit Properties. All properties which are to be sold or which may be sold separately must be listed individually. When part of a listed property has been sold, proper notification should be entered into the Service by the listing Participant. The exception would be that identical lots with the same size, shape and price may be listed one time. The remarks should contain the number of identical lots available that are identical to the one listed." For example: "Lots 2,4,5,6,7,8, Block D, Happy Acres subdivision are also available and are the same size and price."

Section 1.10 No Control of Commission Rates or Fees Charged by Participants.

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. M

Section 1.11 Expiration, Extension and Renewal of Listings. Any listing filed with the Service automatically expires on the date specified in the listing agreement unless renewed by the listing Participant and notice of renewal or extension is entered into the Service prior to expiration (Amended 9/94). If a listing is renewed after the expiration date of the original listing, then the Participant only may transfer the expired listing to active. Otherwise, a new listing must be secured for the listing to be entered into the Service. It would then be published as a new listing. Any extension or renewal of a listing must be signed by the seller(s) prior to entry into MLS.

Section 1.12 Termination Date on Listings. Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing Participant and the seller (Amended 9/94).

Section 1.13 Jurisdiction. Only listings of the designated types of property located within the jurisdiction of the Montgomery Area Association of REALTORS® are required to be entered into the Service subject to the exclusion of Section 1.4. Listings of property located outside the Association's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

Section 1.14 Listings of Suspended/Expelled Participants.

When a participant of the service is suspended 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 obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients. M

When a participant of the 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 listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients. **M**

Section 1.15 Listings of Resigned Participants. When a Participant resigns from the Service, the Service is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the Service compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Service, the resigned Participant should be advised in writing of the intended removal so that he/she may advise his/her clients and customers. (Amended 10/96)

Section 1.16 Incomplete Data. Participants must complete required listing information on all MLS listings. All features with "see remarks" selected must have in remarks or agent's notes a corresponding explanation. All required fields containing "forthcoming, etc." must be completed within seven days of entry. (04/06)

Section 1.17 Participants must include a correct street name on all listings. (04/06)

Section 1.18 Participants must include specific, accurate driving directions on all listings. (04/06)

Section 1.19 At minimum one photo is required at time of listing entry, all residential listings must include a front elevation photo. No photo or other media, excluding the front elevation photo, can be cloned (via copy, save picture as or other cloning methods) from any listing unless current listing agent receives written permission from the previous listing agent.

SECTION 2--SELLING PROCEDURES

Section 2.1 Showing and Negotiations. As a professional courtesy, Participants and subscribers should leave business cards at showings. Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Service shall be conducted through the listing Participant unless the listing Participant gives the cooperating Participant specific authority to show and/or negotiate directly, or after reasonable effort, the cooperating Participant cannot contact the listing Participant or his/her representative. However, the listing Participant, at his/her option, may preclude such direct negotiations by the cooperating Participant. (Amended 6/93 , 9/94 and 3/97)

Section 2.2 Presentation of Offers. The listing Participant must make arrangements to present the offer as soon as possible, or give the cooperating Participant a satisfactory reason for not doing so (Amended 6/93 and 9/94).

Section 2.3 Submission of Written Offers. The listing Participant shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing Participant. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing Participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer (Amended 9/94).

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 11/05) M

Section 2.4 Right of Cooperating Participant in Presentation of Offer. The cooperating Participant or his/her representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing Participant. However, if the seller or lessor gives written instructions to the listing Participant that the cooperating Participant or his/her representative not be present when an offer the cooperating Participant or his/her representative secured is presented, the cooperating Participant or his/her representative has the right to a copy of the seller's written instructions and must comply with them. None of the foregoing diminishes the listing Participant's right to control the establishment of appointments for such presentations (Amended 6/93 and 9/94).

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Adopted 11/19) M

Section 2.5 Right of Listing Participant in Presentation of Counter-Offers. The listing Participant or his/her representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating Participant is a subagent). However if the purchaser or lessee gives written instructions to the cooperating Participant or his/her representative that the listing Participant or his/her representative not be present when a counter-offer is presented, the listing Participant or his/her representative has the right to a copy of the purchaser's or lessee's written instructions and must comply with them. (Adopted 9/94--NAR).

Section 2.6 Reporting Pending Sales and Closed Sales to the Service. Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within 48 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 48 hours after occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker. (Amended ~~5/07~~ 11/08)

Note: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/01)

Section 2.6 (a) Reporting Cancellation of Pending Sales. The listing Participant shall report immediately to the Service the cancellation of any pending sale, and the listing shall be reinstated immediately. (04/06)
MLS Rules and Policies

Section 2.7 (a) Contingent defined. A contingent contract is defined as a transaction awaiting action on an item outside the parameters of the MAAR sales contract. (04/06)

Section 2.7 (b) Reporting Contingency Resolution. Listing Participants shall enter into the Service within 24 hours that a contingency on file with the Service has been fulfilled or renewed or the agreement cancelled (Amended 9/94).

Section 2.8 Advertising of Listing Filed with the Service. A listing shall not be advertised by any Participant except the listing Participant without prior consent of the listing Participant. (Amended 9/94).

Section 2.8 (a) Prohibition of Spamming Listings. Participants and Subscribers will not use e-mail addresses of other Participants and Subscribers to advertise or inform other members of listings unless specifically requested by the other Participants and Subscribers.

Section 2.10: Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 11/05)

SECTION 3--REFUSAL TO SELL

If the seller of a listed property filed with the Service refuses to accept a written offer that satisfies the terms and conditions stated in the listing, such fact shall be immediately entered into the Service and the status of the listing shall be changed from Active to Terminate at the option of the listing Participant (Amended 7/21).

SECTION 4--PROHIBITIONS

Section 4.1 Information for Participants Only. A listing filed with the Service shall not be made available to any non-participant without the prior consent of the listing Participant (Amended 9/94).

Section 4.2 "For Sale" and "Sold" Signs. Only the listing Participant(s) may place "For Sale" sign(s) on a property. Only Participants (listing and selling) who participated in the transaction may claim to have "sold" the property. Prior to closing, a cooperating broker may post a "sold" sign only with the consent of the listing broker. (Amended 9/94 and 1/96).

Section 4.3 Solicitation of Listing Filed with the Service. Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the Code of Ethics, its Standards of Practice and its Case Interpretations.

Section 4.4 Sharing Passwords. Participants are prohibited from sharing an MLS password with unauthorized users. Fine will be \$100.00 and termination of MLS services for 1 week. (04/06)

NOTES:

1. This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by Participants and subscribers seeking the listing upon its expiration.

2. Without such protection, a seller could receive hundreds of calls, communications, and visits from Participants and subscribers who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present Participant and subscriber.

3. This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

4. This Section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

SECTION 5--DIVISION OF COMMISSIONS

Section 5.1 Compensation Specified on Each Listing:

The listing broker shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 11/98)

In filing a property with the multiple listing service of an association of REALTORS[®], the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* (Amended 11/96)

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 5/10)

Note 1: The multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation offered to other multiple listing service participants for their services with respect to any listing by advance published notice to the service so that all participants will be advised. (Amended 4/92)

Note 3: The multiple listing service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

*The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (Amended 5/10)

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/10)

Note 5: Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction. (Adopted 11/05)

Note 6: Multiple listing services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 5/09)

Section 5.1.1 Short Sale. Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lenders as a condition of approving the sale, will be apportioned between listing and cooperating participants. (Amended 5-09-NAR)

Section 5.2 Participant as Principal. If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant has any interest in a property, the listing of which is to be disseminated through the Service, that person shall disclose that interest when the listing is entered into the Service and such information shall be disseminated to all Participants (Adopted 6/93).

Section 5.3 Participant as Purchaser. If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing Participant not later than the time an offer to purchase is submitted to the listing Participant (Amended 6/93 and 9/94).

Section 5.4: Dual or Variable

Rate Commission Arrangements The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01)

SECTION 6--SERVICE CHARGES

Each year, the MLS Board of Directors (BOD) approve fees and charges; these costs are shown in the addendum at the end of these rules and regulations.

Section 6.1 Service Fees and Charges. Service charges for operation of the Service are in effect to defray the costs of the Service and are subject to change in the manner prescribed.

A. **MLS User Dues.** User dues billed to each Participant and subscriber. The Participant is ultimately responsible for payment of bills of all subscribers affiliated with him/her (Amended 6/93, 9/94, and 2/97).

B. **Computer Services Fee.** Any computer services, equipment and/or software provided by the Service may be purchased by the Participant and subscriber at a charge determined by the BOD (Amended 9/94).

C. **Non-REALTOR Participant Fee.** A fee, determined by the BOD, may be billed to each non-REALTOR Participant for, but not limited to, enrollment, use of the MLS system, access to the MLS computer, equipment use, listing entry fees and lock box system fees. (Adopted 9/94 and amended 2/97).

Section 6.2 Procedures for Exemption from MLS Fees and Dues. Exemption of subscribers will be considered by an MLS Exemption Committee appointed by and acting within the guidelines established by the Board of Directors. Each request for an exemption shall be submitted by the Participant on a Request For MLS Exemption Form. No other form will be considered. A separate form must be executed for each individual for whom an exemption is being requested. Individual exemptions will become effective starting the month following the month an exemption is approved (Amended 9/94).

Section 6.3 MLS Billing. MLS user dues are billed in advance; all other fees and charges are billed in arrears.

Note: In August 2018, the NAR Leadership Team made additional revisions to the Model MLS Rules and Regulations. The language in the paragraph below will appear different from the printed version of the Handbook on Multiple Listing Policy.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.* (Amended 5/18 and 8/18 [Leadership Team])

Note 1: A multiple listing service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

Note 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 11/17)

Listing Fee: A participant shall pay a monthly listing fee in an amount equal to the number of listings he filed with the service during the previous month, multiplied by the listing fee of \$_____ per listing.

Note: An alternative provision for the listing fee is: "For filing a new listing or renewal of a listing with the service, a fee of \$_____ shall accompany each listing when filed with the service."

Optional: It is a matter of agreement between the listing and selling brokers as to whether or not the cooperating broker shall reimburse the listing broker for the listing fee. The multiple listing service shall not be concerned because this is an arrangement between cooperating brokers, and the multiple listing service rules do not dictate the compensation offered to cooperating brokers by the listing broker. (Amended 4/92)

Subscription Fees: One complete set of current listings shall be supplied to the participant upon payment of the application fee and the participation fee, and the participant shall be responsible for a subscription fee of \$_____ for each additional set of listings to be supplied to each individual, employed by or affiliated as an independent contractor (including licensed or certified appraisers) with the participant who has access to and who utilizes the service.

Note 1: This should be a minimal charge based on actual costs of producing and distributing the information.

Note 2: Any combination of charges may be used if they are in accordance with the National Association's MLS Antitrust Compliance Policy Point No. 3. which prohibits a fee that is contingent on the sale of a listed property.

Note 3: Financing from the multiple listing service should be adequate but not in such amounts as to be the source of financing the association's operation. The multiple listing service should pay its own way and allow for a reasonable operating reserve, but it is merely another service of the association and not the principal activity or reason for the association's existence. As long as it is able to restrict its services exclusively or primarily to association members, the service is not properly an association profit center.

Note 4: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, amend Section 6, recurring participation fee and subscription fees, as necessary to include such individuals in the computation of MLS fees and charges. (Adopted 4/92)

SECTION 7--NON-COMPLIANCE WITH RULES

Section 7.1 Billing. All fees and charges are due and payable on receipt (non-refundable).

A. Delinquent Accounts. All statements or invoices are billed to Participants and subscribers annually for dues, fees and services. Bills are delinquent if not received in the MAAR office by a MAAR staff member before 5:00 p.m. of the third Friday in July. If you do not pay on time, your services (including MLS and key access) will be terminated immediately. The cost to get your MLS and key turned back on is \$125 (re-activation fee). New listing charges are billed to Participants monthly. Services are discontinued if billings are not paid within 30 days. Participant agrees to reimburse the Service for any and all expenses incurred by the Service attempting to recover any fees and/or charges from Participant as a result of Participant's failure to pay dues, fees and charges in accordance with the Rules and Regulations of the Service. In the event the Service commences legal proceedings against Participant to recover or enforce any provisions of these Bylaws, Rules and Regulations, contracts or leases, Participant agrees to pay all costs incurred by the Service including but not limited to any reasonable attorney's fees, collection fees and court costs. The Service reserves the right to employ any means of collection or recovery it deems appropriate.

(Amended 7/98, 11/06)

Section 7.2 Compliance with Rules. Authority to Impose Discipline

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate 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
- e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Note: A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

Section 7.3. Compliance with Rules

The following action may be taken for noncompliance with the rules:

- a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' 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 Sections 9 and 9.1 shall apply

C. Other Violations. For violations of any other rule, provisions of Section 9 shall apply.

Section 7.2 Applicability of Rules to All Participants and/or Subscribers. All Participants and/or subscribers are subject to these Rules and Regulations and may be disciplined for violations. Further, failure of any Participant or subscriber to abide by the Rules and Regulations and/or sanction imposed for violations can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all subscribers affiliated with the Participant (Amended 6/93 and 9/94).

SECTION 8--MEETINGS

Meetings of MLS Participants and subscribers or the Board of Directors of the Service for transaction of Service business shall be held in accordance with the provisions of Article 8, Bylaws of the Service.

SECTION 9--ENFORCEMENT OF RULES OR DISPUTES

Section 9.1 Consideration of Alleged Violations. The board of directors shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors). (Amended 5/18)

Section 9.2 Violations of Rules and Regulations. If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision. (Amended 11/96)

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. (Amended 2/98)

Section 9.3 Refusal to Accept Any Sanction or Discipline Proposed. If a non-Association member who is licensed with a Participant in the Montgomery Area Association of REALTORS®/Multiple Listing Service is charged with a violation of the Bylaws or Rules and Regulations, and after a hearing by the Board of Directors of the Service, that individual refuses to accept any sanction or discipline proposed, the circumstances and the discipline proposed shall be referred to the Board of Directors of MAAR which shall, if it deems the findings of the violation proper and the sanction appropriate to the offense, delay the effective date of sanction until final entry by a court of competent jurisdiction in a suit filed by the Montgomery Area Association of REALTORS® for declaratory relief, except in those states where declaratory relief is not available, declaring that the disciplinary action and proposed sanction violates no rights of the Service Participant.

Section 9.4 Complaints of Unethical Conduct. All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Montgomery Area Association of REALTORS® for appropriate action in accordance with the usual procedure under the terms of the MAAR Bylaws.

Section 9.5 Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section of the MLS Rules.

Upon receiving notice, the committee (Board of Directors) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the committee (Board of Directors) that the use is authorized. Any proof submitted will be considered by the Committee (Board of Directors), and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of the Committee's (Board of Director's) determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. (Adopted 5/18)

Section 9.6 MLS Rules Violations

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided by these rules. (Adopted 5/18)

Note: Adoption of Sections 9.5 and 9.6 are not required if the MLS has adopted alternative procedures to address misuse of listing content that includes notice to the alleged infringer.

SECTION 10--PUBLICATION AND INFORMATION

Section 10.1 Confidentiality of MLS Information. Any publications or information provided by the Service to the Participants shall be considered official publications and information of the Service. Such publications and the information contained therein shall be considered confidential and exclusively for the use of real estate personnel affiliated with Participants and 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 (Amended 6/93).

Section 10.2 MLS Not Responsible for Accuracy of Information. The information published and disseminated by the Service is entered directly into the system by the Participant or his agent or outside organization without change by the Service. The Service does not verify the information entered into the Service and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

SECTION 11--OWNERSHIP OF MLS COMPILATIONS¹ AND COPYRIGHTS

Section 11.1 Authority Granted to the Service. By the act of submitting any property listing content to the MLS the participant represents and warrants that he or she is fully authorized to license the property listings content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to the listed property. (Amended 5/18)

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against liability or claim arising from any inaccuracy of the submitted listing content of any inadequacy of ownership, license, or title to the submitted listing content. (Adopted 5/18).

Section 11.2 Right, Title and Interest. All right, title and interest in each copy of every MLS compilation created and copyrighted by the Service of the Montgomery Area Association of REALTORS[®], and in the copyrights therein, shall at all times remain vested in the Multiple Listing Service of the Montgomery Area Association of REALTORS[®]. Violation or infringement of the copyright held by the Multiple Listing Service of the Montgomery Area Association of REALTORS[®] shall be prosecuted to the full extent of the law.

Section 11.3 Lease of MLS Compilation. Participants are entitled to lease from the Service a copy of each MLS compilation for each Participant and subscriber, with the Participant and subscribers paying the rental fee set by the Board of Directors of the Service². Participants shall acquire by such lease only the right to use MLS compilations in accordance with these rules.

NOTES:

1. The term MLS compilation, as used in Sections 12 and 13 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer data base, or any other format whatsoever.

2. This section should not be construed to require a Participant to lease a copy of the MLS compilation for anyone exempt from the Service in accordance with these Rules and Regulation (Amended 6/93).

SECTION 12--USE OF COPYRIGHTED MLS COMPILATIONS

Section 12.1 Distribution. Participants and subscribers shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the Service, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees or to those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, or to any other subscribers as authorized pursuant to the governing documents of the Service. Use of information developed by or published by the Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by the Service where access to such information is prohibited by law.

Section 12.1.1 Penalties. When a Participant violates Section 12.1 of the Rules and Regulations of the Multiple Listing Service of the Montgomery Area Association of REALTORS[®]:

- A. If participant fails to finalize a membership application for all licensed real estate agents and licensed, certified and trainee appraisers affiliated with the Participant within fifteen working days, a fine of \$250 per occurrence will be imposed. If after fifteen working days the fine is not paid in full, services will be discontinued and will remain so until the fine has been paid.

- B. If the Participant is found in violation a second time, and the Participant fails to finalize membership application for all licensed real estate agents and licensed, certified and trainee appraisers affiliated with the Participant within fifteen working days, a fine of \$500 per occurrence will be imposed. If after fifteen working days the fine is not paid in full, services will be discontinued and will remain so until the fine has been paid.
- C. If the Participant is found in violation a third time, and the Participant fails to finalize membership application for all licensed real estate agents and licensed, certified and trainee appraisers affiliated with the Participant within fifteen working days, a fine of \$1000 per occurrence will be imposed. If after fifteen working days the fine is not paid in full, services will be discontinued and will remain so until the fine has been paid.

Section 12.2 Display. Participants and subscribers shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

Section 12.3 Reproduction. Participants and subscribers shall not reproduce any MLS compilation or any portion thereof except in the following limited circumstances:

A. **Number of Pages.** Participants and subscribers may reproduce from the MLS compilation, and distribute to prospective purchasers, a reasonable¹ number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgement of the Participant or subscriber, be interested.

NOTE 1: The intent of this passage is that Participants and subscribers be permitted to provide prospective customers and clients with listing data relating to properties. The term "reasonable," as used herein, should be construed to permit limited reproduction of property listing data intended to facilitate the prospective customer's or client's decision-making process. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to

1. the total number of listings in the MLS Compilation,
2. how closely the properties match the prospective customer's or client's expressed desires,
3. whether the reproductions were made on a selective basis, and
4. whether the properties are consistent with those normally provided to customers or clients.

B. **Information to Be Masked.** The following information will be blacked out on any compilation provided to customers or clients: *Owner's Name, Owner's Telephone Number, Listing Date and Expiration Date.*

C. **Listings That May Be Copied.** Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or subscribers are seeking to promote interest, does not appear on such reproduction.

D. **Listing Sheets.** Nothing contained herein shall be construed to preclude any Participant or subscriber from using, displaying, distributing or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with a Participant of the Service.

E. **Exclusively for Use by Authorized Individuals.** Any information, whether provided in written or printed form, electronically, or in any other form or format, is for the exclusive use of the Participants and subscribers are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

F. **Use in Estimating Value.** None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and

customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be reproduced and attached to the report used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

SECTION 13--USE OF MLS INFORMATION

Use of information from MLS compilation of current listing information, from the Association's "Statistical Report," or from any "sold" or "comparable" report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"Based on information from the Montgomery Area Association of REALTORS® (alternatively, from the Multiple Listing Service of the Montgomery Area Association of REALTORS®) for the period (date) through (date)."

SECTION 14--CHANGES IN RULES AND REGULATIONS

Amendments to the Rules and Regulations of the Service shall be, by consideration and approval of the Board of Directors of the Multiple Listing Service, in accordance with the provisions of Article 12 of the Bylaws of the Service, subject to final approval by the Board of Directors of the Association of REALTORS® (Shareholder). These Rules and Regulations supersede all previous Rules and Regulations issued in draft or final form.

SUPPLEMENT TO MLS RULES & REGULATIONS APPROVED JULY, 1991

FOR NON-REALTOR PARTICIPANTS

SECTION 15--ARBITRATION OF DISPUTES

By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS Participants, subject to the following qualifications. (Amended 11/06)

1. If all disputants are members of the same Association of REALTORS®, or if their principal places of business are within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association of REALTORS®.

2. If the disputants are members of different Associations of REALTORS®, or if their principal places of business are located within the territorial jurisdiction of different Associations of REALTORS®, they remain obligated to arbitrate in accordance with the Alabama Association of REALTORS® Interboard Arbitration Procedures. In instances where the State Association does not provide interboard arbitration, the MLS Rules and Policies

arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in Part Seven of the Code of Ethics and Arbitration Manual of the National Association. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Association of REALTORS®.

3. **Awards:** The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS. (Adopted 11/15)

SECTION 16--STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

Section 16.1 Action Inconsistent with Agency of Another. MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with their clients. (Amended 10/06)

Section 16.2 Signs. Signs giving notice of property for sale, rent, lease or exchange, shall not be placed on property without the consent of the seller/landlord.

Section 16.3 MLS Participants acting as subagents or as buyer/tenant representatives or brokers shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker. (Amended 10/06)

Section 16.4 Solicitation of Listings. MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the MLS participant may contact the owner to secure such information and may discuss the terms upon which the MLS participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing. (Amended 10/06)

Section 16.5 Use of Information Obtained from Listing Participant. MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 10/06)

Section 16.6 Solicitation of Expired Listings. The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 10/06)

Section 16.7 Past Exclusive Agency. The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business. (Amended 10/06)

Section 16.8 Open Listed. MLS participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 10/06)

Section 16.9 Future Listing Terms Initiated by Owner. When MLS participants are contacted by the client of another MLS participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS participants have not directly or indirectly initiated such discussions, they may

discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 10/06)

Section 16.10 Participants Compensate Participants. In cooperative transactions, MLS participants shall compensate cooperating MLS participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS participants without the prior express knowledge and consent of the cooperating broker. (Amended 10/06)

Section 16.11 Solicitation of Clients or Customers. MLS participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule. (Amended 10/06)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS participants. (Amended 10/06)

Section 16.12 Determining If a Property Is Already Listed. MLS participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service. (Amended 10/06)

Section 16.13 Buyer Agent Disclosure. MLS participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 10/06)

Section 16.14 Agency Disclosure on Unlisted Property. On unlisted property, MLS participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 10/06)

MLS participants shall make any request for anticipated compensation from the seller/ landlord at first contact.

Section 16.15 Agency Disclosure to Potential Buyers. MLS participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 10/06)

Section 16.16 Using Terms of Offer to Purchase to Modify Offer of Compensation. MLS participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation. (Amended 10/06)

Section 16.20 Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (adopted 1/10/98, Amended 1/10/10)

Section 16.23 MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner (adopted 11/07)

Standard of Conduct 16.24:

MLS participants shall present a true picture in their advertising and representations to the public, including Internet content posted, and the URLs and domain names they use, and participants may not:

- a. engaging in deceptive and unauthorized framing of real estate brokerage websites;
- b. manipulating (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result; ~~or~~
- c. deceptively using metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, ~~or to otherwise mislead consumers; or~~
- d. present content developed by others without either attribution or without permission, or
- e. to otherwise mislead consumers. (Adopted 1/13)

Section 16.25 The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth. (Adopted 11/09)

SECTION 17--ORIENTATION

Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who desires access to MLS-generated information shall complete an orientation program as prescribed by the Board of Directors of the Service of no more than eight (8) classroom or online hours devoted to the MLS Rules and Regulations and the operation of the MLS within (30) days after access has been provided.

SECTION 17-A – INDEMNIFICATION

Each Participant and Subscriber does hereby agree to waive any and all claims against Core Logic arising from or related to their use of the software and output there from.

SECTION 18 –INTERNET DATA EXCHANGE (IDX)

Section 18 IDX Defined

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listing. (Amended 5/17)

Section 18.1 Authorization

Participants’ consent for display of their listings by other participants pursuant to these rules and regulations must be established in writing. If a participant withholds consent on a blanket basis to permit the display of that participant’s listings, that participant may not download, ~~or~~ frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (Amended 5/12)

Section 18.2 Participation

Option #1: *Participation in IDX is available to all MLS participants who consent to display of their listings by other participants.*

Section 18.2.1

Participants must notify the MLS of their intention to display IDX information and must the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12)

Section 18.2.2

MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12)

Section 18.2.3

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs). (Amended 11/09 5/12)

Section 18.2.4

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. (Amended 11/06)

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 5/12)

Section 18.2.6

Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 5/12)

Section 18.2.7

Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/12)

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to

Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12)

Section 18.2.9

Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12)

Section 18.2.10 Display of IDX Information by Real Estate Franchise Organizations

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

- **Section 18.2.11 of the Internet Data Exchange ("IDX") Rules was added (all types):**

Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 18.3 Display

Display of listing information pursuant to IDX is subject to the following rules:

Note: *All of the following rules are optional but, if adopted, cannot be modified. Select those rules which apply to your IDX program and number the sections accordingly.*

Section 18.3.1

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

Section 18.3.1.1

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/12)

Section 18.3.2

Section 18.3.3

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 18.3.4

All listings displayed pursuant to IDX shall identify the listing agent.

Section 18.3.5

Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation.

Section 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 18.3.8

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two

hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 18.3.9

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 11/09)

Section 18.3.10

The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

Section 18.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12 11/14)

Section 18.3.12

Display of expired, withdrawn, and sold listings is prohibited. (Amended 11/09)*

** Note: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. (Amended 11/09 11/14)*

Section 18.3.13

Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

***Note:** The following Sections 18.3.14 and 18.3.15 may be adopted by MLSs that provide participants with a "persistent" download (i.e., where the MLS database resides on participants' servers) of the MLS database.*

Section 18.3.14

Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS. (Amended 5/12)

Section 18.3.15

Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 5/12)

Section 18.3.16

Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 18.4 Service Fees and Charges

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Amended 5/05)

Section 19 – Virtual Office Website (VOW) Rules for the Multiple Listing Services

Section 19.1 (a): A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.

(b) As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(c) “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2 (a): The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

Section 19.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

(c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the

type being offered through the VOW;

iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 19.4: A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 19.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this

requirement does not impose security obligations greater than those employed concurrently by the MLS.

(NOTE: MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.)

Section 19.6 (a): A Participant’s VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller’s listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet.

Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

initials of seller

(c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

Section 19.7:

(a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 19.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 19.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10: Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 19.11: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 19.12: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

Section 19.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 19.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 19.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired and withdrawn, listings.

Note: Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

- b. The compensation offered to other MLS Participants.

- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

f. Sold information

Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15f. must be omitted.

Section 19.16: A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

Section 19.17: A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 19.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than sold listings in response to any inquiry.

Section 19.20: A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 19.21: A Participant may display advertising and the identification of other entities (“co-branding”) on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.24: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25: Where a seller affirmatively directs their listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS within 48 hours.

(11.03.08)