



MLS Rules & Regulations

Approved by Board of Directors

March 17, 2010

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MLSLISTINGS MULTIPLE LISTING SERVICE RULES

1. AUTHORITY

MLSListings Inc. (“MLSListings”) may maintain for the use of its participants and subscribers a Multiple Listing Service (hereinafter referred to as “MLS” or “service”), which shall be subject to the bylaws of MLSListings and such rules and regulations as may be hereinafter adopted by the Board of Directors of MLSListings (hereinafter “Board of Directors”).

2. PURPOSE

A Multiple Listing Service is a means by which authorized MLS broker participants establish legal relationships with other participants by making a blanket unilateral contractual offer of compensation and cooperation to other broker participants; by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses and other valuations of real property for bonafide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the participants so that they may better serve their clients, customers and the public. Entitlement to compensation is determined by the cooperating broker’s performance as a procuring cause of the sale or lease.

2.1 Client or Customer Defined

A “customer” or “client” means a seller client of a participant/subscriber or a person who has expressed to a participant/subscriber an interest in purchasing real property, and who has described the type, features or location of the property in which he or she has an interest. This may include those with whom a prior business relationship exists.

3. MULTIPLE LISTING SERVICE

The MLS shall be governed by the Board of Directors in accordance with the bylaws of MLSListings and rules and regulations as developed by the MLS Rules Committee. All actions of the MLS Rules Committee shall be subject to the approval of the Board of Directors.

4. PARTICIPATION AND AUTHORIZED ACCESS

4.1 Participant

A participant is any individual who applies and is accepted by the MLS, meets and continues to meet all of the following requirements of either a broker participant or an appraiser participant as defined below in sections 4.1.1 and 4.1.2.

4.1.1 Broker Participant

A broker participant is a participant who meets all of the following requirements:

- a. The individual or corporation for which the individual acts as a broker/officer holds a valid California real estate broker's license;
- b. The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal;
- c. The individual or corporation for which the individual acts as a real estate broker/officer actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS.;
- d. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;
- e. The individual pays all applicable MLS fees; and
- f. The individual has completed any required orientation program of no more than eight (8) classroom hours within sixty (60) days after access has been provided.

For violation of this section, see Appendix A, Citable Infractions, 5.5, Non-Completion of Any Required Orientation Program within 60 Days.

4.1.2 Appraiser Participant

An appraiser participant is a participant who meets all of the following requirements:

- a. The individual holds a valid California appraisers certification or license;
- b. The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal;
- c. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;
- d. The individual pays all applicable MLS fees; and
- e. The individual has completed any required orientation program of no more than eight (8) classroom hours within sixty (60) days after access has been provided.

For violation of this section, see Appendix A, Citable Infractions, 5.5, Non-Completion of Any Required Orientation Program within 60 Days.

4.2 Subscriber

A subscriber is an individual who applies and is accepted by the MLS, meets and continues to meet all of the following requirements of either a real estate subscriber or appraiser subscriber as defined below in sections 4.2.1 and 4.2.2:

4.2.1 Real Estate Subscriber

A real estate subscriber is a subscriber who meets all of the following requirements:

- a. The individual holds a valid California real estate salesperson's or broker's license;
- b. The individual is employed by or affiliated as an independent contractor with a broker participant;
- c. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;
- d. The individual pays all applicable MLS fees; and
- e. The individual has completed any required orientation program of no more than eight (8) classroom hours within sixty (60) days after access has been provided.

For violation of this section, see Appendix A, Citable Infractions, 5.5, Non-Completion of Any Required Orientation Program within 60 Days.

4.2.2 Appraiser Subscriber

An appraiser subscriber is a subscriber who meets all of the following requirements:

- a. The individual holds a valid California real estate appraisers certification or license;
- b. The individual is employed by or affiliated as an independent contractor with an Appraiser Participant;
- c. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;
- d. The individual pays all applicable MLS fees; and
- e. The individual has completed any required orientation program of no more than eight (8) classroom hours within sixty (60) days after access has been provided.

For violation of this section, see Appendix A, Citable Infractions, 5.5, Non-Completion of Any Required Orientation Program within 60 Days.

4.3 Clerical Users

Clerical users are individuals (whether licensed or unlicensed) under the direct supervision of an MLS participant or subscriber who perform only administrative and clerical tasks that do not require a real estate license or an appraiser's certificate or license. Each participant and subscriber shall notify the MLS of all clerical users employed by or affiliated as independent contractors with the participant or subscriber and shall immediately notify the MLS of any changes, additions to or deletions from the list.

For violation of this section, see Appendix A, Citable Infractions, 1.1, Use of MLS System by Unauthorized Party.

4.4 Notification of Licensees

Each participant shall provide the MLS with a list of all real estate licensees or certified or licensed appraisers employed by or affiliated as independent contractors with such participant or with such participant's firm and shall immediately notify the MLS of any changes, additions or deletions from the list. This list shall include any licensees under any broker associate affiliated with the participant.

For violation of this section, see Appendix A, Citable Infractions, 1.1, Use of MLS System by Unauthorized Party.

4.5 Participation Not Transferable

Participation in the MLS is on an individual basis and may not be transferred or sold to any corporation, firm or other individual. Any reimbursement of MLS fees is a matter of negotiation between those transferring the business or determined by internal contract arrangement within the firm. However, providing the first participant consents, the MLS shall allow a firm to designate a different person as a participant within the firm without additional initial participation fees. The MLS may charge an administrative fee for this service of reassigning participants within a firm.

4.6 Listing Broker Defined

For purposes of these MLS rules, a listing broker is a broker participant who is also a listing agent as defined in Civil Code Section 1086 who has obtained a written listing agreement by which the broker has been authorized to act as an agent to sell or lease the property or to find or obtain a buyer or lessee. Whenever these rules refer to the listing broker, the term shall include the real estate subscriber or a licensee acting for the listing broker but shall not relieve the listing broker of responsibility for the act or rule specified.

4.7 Cooperating Broker or Selling Broker Defined

For purposes of these MLS rules, a cooperating broker or selling broker is a broker participant who is also a selling agent as defined in Civil Code Section 1086 who acts in cooperation with a listing broker to accept the offer of compensation and/or subagency to find or obtain a buyer or lessee. The cooperating broker or selling broker may be the agent of the buyer or, if subagency is offered and accepted, may be the agent of the seller. Whenever these rules refer to the cooperating broker or selling broker, the term shall include the real estate subscriber or licensee acting for the cooperating or selling broker but shall not relieve that broker participant of responsibility for the act or rule specified.

4.8 Appraiser Defined

For purposes of these MLS rules, an appraiser is an appraiser participant, appraiser subscriber, or a licensed or certified appraiser acting for the appraiser participant or appraiser subscriber. Whenever these rules refer to the appraiser, the term shall also include the appraiser subscriber or a licensed or certified appraiser employed by or affiliated as an independent contractor with the firm that employs the appraiser but shall not relieve that appraiser participant of responsibility for the act or rule specified.

5. MLS FEES AND CHARGES

5.1 Service Fees and Charges

The MLS, subject to approval of the Board of Directors, shall establish a schedule of MLS fees applicable to the MLS, which may include the following service fees and charges:

5.1.1 Initial Participation and/or Application Fee

Applicants for MLS services may be assessed initial participation and/or application fee.

5.1.2 Recurring Participation Fee

The recurring participation (subscription) fee of each broker participant shall be an amount times the total number of (1) the broker participant plus (2) the number of real estate licensees, whether licensed as brokers or salespersons, who are employed by or affiliated as independent contractors with such participant or the participant's firm that may, or do, transact real estate business and whose mailing address registered with the DRE is within the service area of the MLS. If more than one principal broker in the same firm elects to be a participant, the number of real estate licensees in the office will only be used once in calculating the recurring participation fees. A broker participant is not obligated to pay recurring participation fees or other MLS fees and charges for real estate licensees affiliated with the participant or the participant's firm if such licensees work out of a branch office of the participant or the participant's firm which is located beyond the MLS service area and does not participate in or benefit from the MLS.

The recurring participation fee of each appraiser participant shall be an amount times the total number of (1) the appraiser participant plus (2) the number of appraisers who have access to and use of the MLS, who are employed by or affiliated as independent contractors with such participant or the participant's firm within the service area of the MLS. If more than one principal appraiser in the same firm elects to be a participant, the number of appraisers in the firm will only be used once in calculating the recurring participation fees. An appraiser participant is not obligated to pay recurring participation fees or other MLS fees and charges for licensed or certified appraisers affiliated with the participant or the participant's firm if such appraisers work out of a branch office of the participant or the participant's firm which is located beyond the MLS service area and does not participate in or benefit from the MLS.

5.1.3 Listing Fee

A broker participant shall pay a listing fee for each listing submitted to the MLS staff for input.

5.1.4 Book Fees

If applicable, the participant shall be responsible for book fees for each MLS book the participant wishes to lease. The participant may not obtain more MLS books than the total number of subscribers affiliated with the participant.

5.1.5 Computer Access Fees

If applicable, the recurring computer access fee for each participant shall be an amount times the total number of subscribers and salespersons licensed or certified as appraisers, brokers or salespersons, who are employed by or affiliated as independent contractors with such participant.

5.1.6 Certification of Nonuse

Participants may be relieved from payment under section 5.1.2 and 5.1.5 hereunder by certifying in writing to the MLS that a licensed or certified person in the office is engaged solely and exclusively in a specialty of the real estate business separate and apart from listing, selling, leasing, or appraising the type of properties which are required to be filed with the MLS. The participant and subscriber may also be subject to any other sanction imposed for violation of MLS rules including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

For violation of this section, see Appendix A, Citable Infractions, 1.1, Use of MLS System by Unauthorized Party.

5.1.7 Clerical Users

Clerical users may be assessed application fees, computer access fees and other fees. The participant for the clerical user shall be responsible for all such fees.

5.1.8 Other Fees

Other fees that are reasonably related to the operation of the MLS may be adopted.

5.2 Responsibility for Fees

In the event the MLS allows for direct billing or payment by a subscriber for MLS fees, such fees shall be the exclusive obligation of that subscriber regardless of whether such subscriber becomes affiliated with a different participant. If the MLS does not allow for direct billing or payment by a subscriber for MLS fees, such fees shall be the responsibility of the participant with whom the subscriber was affiliated at the time the MLS fees were incurred. This section does not preclude in any way the ability of participants to pursue reimbursement of MLS fees from current or past subscribers or to establish agreements with subscribers regarding payment or reimbursement of MLS fees.

6. REGIONAL AND RECIPROCAL AGREEMENTS

The MLS may recommend, subject to the Board of Directors' approval, that the MLS enter into reciprocal or regional agreements with Associations of REALTORS® or MLS Corporations owned solely by Associations of REALTORS® to allow the other MLS participants and subscribers access to the service in exchange for comparable benefits to the participants and subscribers of this service. In the event of such agreements, the participants and subscribers agree to abide by the respective rules of the other MLSs receiving and publishing a listing pursuant to such agreements and to abide by such rules when accessing the other MLSs' databases.

7. LISTING PROCEDURES

7.1 Listings Subject to Rules and Regulations of the Service

Any listing filed with the service is subject to the rules and regulations of the service.

7.2 Types of Listings; Responsibility for Classification

The service shall accept exclusive right to sell, exclusive agency, open, and probate listings as defined in California Civil Code Section 1086 et seq. that satisfy the requirements of these MLS rules. Exclusive right to sell listings that contain any exceptions whereby the owner need not pay a commission if the property is sold to particular individuals shall be classified for purposes of these rules as an exclusive right to sell listing but the listing broker shall notify all participants of the exceptions. It shall be the responsibility of the broker participant and real estate subscriber to properly classify the type of listing, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of the listing, the listing broker certifies that the listing falls under the legal classification designated. The MLS shall have no affirmative responsibility to verify the listing type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the listing type and if the listing broker does not reclassify it accordingly, the MLS shall have the right to reject or remove any such listing that it determines falsely represents the classification of listing type.

For violation of this section, see Appendix A, Citable Infractions, 3.1, Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules

7.2.1 Scope of Service; Limited Services Listings.

Limited Service listings are listings whereby the listing broker, pursuant to the listing agreement, will not provide one or more of the following services:

- a. provide cooperating brokers with any additional information regarding the property not already displayed in the MLS but instead gives cooperating brokers authority to contact the seller(s) directly for further information;
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- c. advise the seller(s) as to the merits of offers to purchase;
- d. assist the seller(s) in developing, communicating, or presenting counter-offers; or
- e. participate on the seller(s)' behalf in negotiations leading to the sale of the listed property.

Said Limited Service listings will be identified with an appropriate code or symbol (e.g. "LS") in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing broker's clients, prior to initiating efforts to show or sell the property.

7.2.2 Scope of Service; MLS Entry-Only Listings

MLS Entry-Only listings are listings whereby the listing broker, pursuant to the listing agreement, will not provide any of the following services:

- a. provide cooperating brokers with any additional information regarding the property not already displayed in the MLS but instead gives cooperating brokers authority to contact the seller(s) directly for further information;
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- c. advise the seller(s) as to the merits of offers to purchase;
- d. assist the seller(s) in developing, communicating, or presenting counter-offers; or
- e. participate on the seller(s)' behalf in negotiations leading to the sale of the listed property.

Said MLS Entry-Only listings will be identified with an appropriate code or symbol (e.g. "EO") in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing broker's clients, prior to initiating efforts to show or sell the property.

7.2.3 Scope of Service; Legal Obligations

The scope of service classifications set forth in these rules do not alter any obligations otherwise imposed on real estate licensees under California law, including Department of Real Estate regulations, statutory law and common law. The MLS's acceptance or publication of listings eligible for MLS submission in no way constitutes a validation that said obligations have been met.

7.3 Types of Properties; Responsibility for Classification

The MLS shall accept listings that satisfy the requirements of these rules on the following types of property:

- 7.3.1 Single Family Residential
- 7.3.2 Common Interest Development
- 7.3.3 Multi Residential
- 7.3.4 Mobile Homes
- 7.3.5 Residential Lots & Land
- 7.3.6 Commercial/Industrial Lots & Land
- 7.3.7 Commercial/Industrial
- 7.3.8 Business Opportunity
- 7.3.9 Commercial/Industrial Rental
- 7.3.10 Residential Rental

It shall be the responsibility of the broker participant and real estate subscriber to properly classify the class of property listed, and if necessary, obtain a legal opinion to determine the correct classification. By specifying the class of property listed, the listing broker certifies that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property class of any listing filed with the service. However, the MLS shall have the right to have legal counsel make

a determination as to the classification of the property class and if the listing broker does not reclassify it accordingly, the MLS shall have the right to reject or remove any such listing that it determines falsely represents the property class of the listing. Submission of duplicate listings by the same participant within the same property class is prohibited.

For violation of this section, see Appendix A, Citable Infractions, 3.1, Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules.

7.4 Compliance with California and Federal Law

Notwithstanding any other provision of these MLS rules and regulations to the contrary, the service shall accept any listing that it is required to accept under California or federal law.

7.5 Mandatory Submission

Broker participants shall input exclusive right to sell or exclusive agency listings on one to four unit residential property and vacant residential lots located within the service area of the MLS within 72 hours (with no exceptions for weekends, holidays and postal holidays) after all necessary signatures of the seller(s) have been obtained on the listing. Only those listings that are within the service area of the MLS must be input. Open listings or listings of property located outside the MLS's service area (see section 7.7) are not required by the service, but may be input at the broker participant's option.

For violation of this section, see Appendix A, Citable Infractions, 2.1, Listing Not Loaded Within 72 Hours of Start Date of Listing.

7.6 Exempted Listings

If the seller refuses to permit the listing to be disseminated by the service, the listing broker shall submit to the service within 72 hours (with no exceptions for weekends, holidays and postal holidays) an approved certification signed by the seller that the seller does not authorize the listing to be disseminated by the service-during the specified waiver period.

For violation of this section, see Appendix A, Citable Infractions, 2.2, Listing Waiver Not Submitted to MLS Within 72 Hours of Start Date of Listing.

7.7 Service Area

The MLS shall service the area coextensive with the territorial jurisdiction of the shareholder boards/associations of REALTORS®. If the MLS has entered into agreements with other MLSs and has enlarged the service area as part of the agreements, submission of the type of listings specified in section 7.5 is mandatory for the area covered by the combined service areas set forth in the agreements.

7.8 Change of Listing Information

Listing brokers shall input any change in listing information, including the listed price or other change in the original listing agreement, to the MLS by the end of the next business day after the authorized change is received by the listing broker. By inputting such changes to the MLS, the listing broker

represents that the listing agreement has been modified in writing to reflect such change or that the listing broker has obtained other legally sufficient written authorization to make such change.

For violation of this section, see Appendix A, Citable Infractions, 2.3, Status Changes Not Reported by Deadline.

7.9 Cancellation/Withdrawal of Listing Prior to Expiration

Listings of property may be cancelled/withdrawn from the MLS by the listing broker before the expiration date of the listing agreement provided the listing broker has received written permission from the seller to cancel/withdraw the listing. The MLS may require the listing broker to provide a copy of such written permission. Sellers do not have the unilateral right to require the MLS to cancel/withdraw a listing without the listing broker's concurrence. However, the MLS reserves the right to remove a listing from the MLS database if the seller can document that his or her listing agreement with the listing broker has been terminated or is invalid.

For violation of this section, see Appendix A, Citable Infractions, 3.4, Purposely Manipulating the MLS System to Circumvent the Rules.

7.10 Contingencies

Any contingency or condition of any term in a listing shall be specified and noticed to the participants and subscribers.

7.11 Detail on Listings Filed With the Service

7.11.1 Completeness of Listings

All listings input into the MLS shall be complete in every detail including full gross listing price, listing expiration date, compensation offered to other broker participants and any other information required to be included as determined by the MLS and approved by the Board of Directors. Listings that are incomplete shall be ineligible for publication in the MLS and subject to immediate removal.

7.11.2 Listing Photograph Requirements

All residential listings with existing buildings that are entered into the MLS for sale must include a photograph of the front of the building within 72 hours after entry. Listings designated as "Seller Prefers No Photo" must have written authorization from the seller to exclude a primary image, which must be provided to the service upon request. On new construction, a realistic artistic rendering of the intended appearance of the front of the building will suffice until the building is completed, at which time an appropriate photograph must be submitted. Photographs are optional on vacant land, commercial/industrial, business opportunity and rental listings.

For violation of this section, see Appendix A, Citable Infractions, 3.1, Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules.

7.12 Unilateral Contractual Offer; Subagency Optional

In filing a property with the MLS, the broker participant makes a blanket unilateral contractual offer of compensation to the other MLS broker participants for their services in selling the property. Except as

set forth in Rule 7.15 below or pursuant to California Civil Code Section 1087, a broker participant must specify some compensation to be paid to either a buyer's agent or a subagent and the offer of compensation must be stated in one, or a combination of, the following forms (1) a percentage of the gross selling price; or (2) a definite dollar amount. The amount of compensation offered through the MLS may not contain any provision that varies the amount of compensation offered based on conditions precedent or subsequent or on any performance, activity or event. Furthermore, the MLS reserves the right to remove a listing from the MLS database that does not conform to the requirements of this section. At the broker participant's option, a broker participant may limit his or her offer of compensation to buyer's agents only, to subagents only, or make the offer of compensation to both. Any such limitations must be specified on the property data form and in the MLS. The amount of compensation offered to buyers' agents or subagents may be the same or different but must be clearly specified on the property data profile sheet. Broker participants wishing to offer subagency to the other MLS broker participants must so specify on the property data profile sheet and on the MLS, otherwise, the offer of compensation does not constitute an offer of subagency.

7.13 Acceptance of Contractual Offer

The broker participant's contractual offer (with or without subagency) is accepted by the participant/selling broker by procuring a buyer which ultimately results in the creation of a sales or lease contract. Payment of compensation by the participant/listing broker to the participant/-cooperating broker under this section is contingent upon **either** (1) the final closing **or** (2) the participant/listing broker's receipt of monies resulting from the seller's or buyer's default of the underlying sales or lease contract. Notwithstanding this section, the listing broker and/or cooperating broker shall still retain any remedies they may have against either the buyer or seller due to a default under the terms of the purchase agreement, listing agreement or other specific contract. Any dispute between participants arising out of this section shall be arbitrated under Section 16 of these rules and shall not be considered an MLS rules violation.

7.14 Consent to Act as Dual Agent

By offering compensation and/or subagency to broker participants, the listing broker is not automatically representing that the seller has consented to the cooperating broker acting as a dual agent representing both the buyer and the seller. No cooperating broker shall act as both an agent of the buyer and the seller without first contacting the listing broker and ascertaining that the seller has consented to such dual agency.

7.15 Estate Sale, Probate, Bankruptcy, Lender Approval, Auction and REO/New Subdivision Listings.

7.15.1 Estate Sale, Probate and Bankruptcy Listings

Compensation offered through the MLS to cooperating brokers on estate sale, probate or bankruptcy listings is for the amount published therein as long as the cooperating broker produces the contract which is ultimately successful and confirmed by the court, if court confirmation is required. In the event the contract produced by the cooperating broker is overbid in court and the overbid contract is confirmed, the original cooperating broker shall receive the amount of compensation specified as "unconfirmed cooperating broker's compensation" or "u.c.b." in the property data profile sheet and on the MLS. For estate sale or probate listings, the compensation offered through the service under these

rules and this section shall be considered an agreement as referred to in California Probate Code Section 10165 and will therefore supersede any commission splits provided by statute when there is no agreement. This section contemplates that estate sale, probate and bankruptcy judges have broad discretion and therefore are not intended as a guarantee of a specific result as to commissions in every probate or bankruptcy sale. All listings that require or may require court confirmation must be so identified.

7.15.2 Lender Approval Listings

Compensation offered through the MLS to cooperating brokers on listings which require lender approval (commonly referred to as “short sale” listings) is for the amount published therein unless the listing broker indicates on the MLS the following: (a) the fact that the sale and gross commission are subject to lender approval; and (b) the amount or method by which the compensation offered through the MLS will be reduced if the lender reduces the gross commission. All potential lender approval listings (short sales) must be so identified as soon as it is reasonably known, either upon or after MLS entry. The amount or method by which the compensation offered through the MLS will be reduced if the lender reduces the gross commission shall be clearly communicated.

7.15.3 Auction Listings

Auction listings entered into the MLS system shall be clearly labeled as Auction Listings, and shall specify the seller’s minimum bid price; whether the auction is being conducted with or without the seller’s right of reservation; the time, place and date of the auction; the procedures by which Participants or Subscribers shall register their representation of a potential bidder at the auction; the compensation to be paid to the Participant representing the successful bidder; the time or manner in which potential bidders may arrange to inspect the listed property; and any other information that is material to rules or procedures by which the auction will be conducted.

If the seller will accept a purchase offer prior to the scheduled auction, the Auction Listing shall specify, in addition to all of the above information, a List Price, and the compensation to be paid to the cooperating Participant in the event of a pre-auction sale. The listing Participant must further indicate clearly and conspicuously in the Remarks Section that: (1) the property is available for showing, (2) purchase offers may be submitted for acceptance prior to the scheduled auction, and any time limitations applicable to the submission or consideration of such offers prior to the auction, and (3) if a purchase offer is accepted prior to, or on the date of, the scheduled auction, the auction of the property will be cancelled.

7.15.4 Lender Owned Listings (REOs) and New Subdivision Sales

Compensation offered through the MLS to cooperating brokers on listings in which the seller is a lending institution or its assignee (commonly referred to as “REO” listings) or a new subdivision sales office is for the amount published therein unless the listing broker indicates on the MLS the following: (a) the published compensation is a percent of the gross selling price minus concessions, credits or upgrades accepted by the buyer (net selling price); (b) this fact is clearly communicated to cooperating brokers in the listing and (c) the accepted contract to purchase ultimately includes the specific dollar amount of the seller concessions. Listings qualifying under this section must be so identified upon entry into the system

7.16 Changes to Offer of Compensation by Listing Broker to All Broker Participants

The listing broker may, from time to time, adjust the published compensation offered to all MLS broker participants with respect to any listing by changing the compensation offered on the MLS or providing written notice to the MLS of the change. Any change in compensation will be effective after the change is published in the MLS, either through electronic transmission or printed form, whichever occurs first. The listing broker may revoke or modify the offer of compensation in advance as to any individual broker participant in accordance with general contract principles but in no event shall the listing broker revoke or modify the offer of compensation without the cooperating broker's consent later than the time the cooperating broker (a) physically delivers or transmits by fax or e-mail to the listing broker a signed offer from a prospective buyer to purchase the property for which the compensation has been offered through the MLS, or (b) notifies the listing broker in person or by telephone, fax or e-mail that the cooperating broker is in possession of a signed offer from a prospective buyer to purchase the property for which the compensation has been offered through the MLS and is awaiting instructions from the listing broker as to the manner of presentation or delivery of that offer. Any independent advance revocations, modifications of the offer or agreements between real estate brokers are solely the responsibility of such brokers and shall not be submitted to, published by, or governed in any way by the service.

7.17 Broker Participant or Real Estate Subscriber as Principal

If a listing broker has any interest in property, the listing of which is to be disseminated through the service, that person shall disclose that interest on the MLS.

For violation of this section, see Appendix A, Citable Infractions, 3.1, Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules.

7.18 Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the MLS and will be published separately. When part of a listed property has been sold, the listing broker shall input the appropriate changes on the MLS.

7.19 Expiration, Extension, and Renewal of Listings

Listings shall be removed from the MLS database on the expiration date specified on the listing unless the listing is extended or renewed by the listing broker. The listing broker shall obtain written authorization from the seller(s) before filing any extension or renewal of a listing. Any renewals or extensions received after the expiration date of the original listing shall be treated as a new listing and will be subject to any fees applicable to new listings. At any time and for any reason, the MLS has the right to request a copy of the seller's written authorization to extend or renew a listing. If a listing broker is requested to provide a copy of such authorization and does not do so within twenty four (24) hours of the request, the listing shall be subject to immediate removal from the MLS.

For violation of this section, see Appendix A, Citable Infractions, 3.4, Purposely Manipulating the MLS System to Circumvent the Rules.

7.20 Listings of Participants or Subscribers Suspended, Expelled or Resigned.

7.20.1 Failure to Pay MLS Fees; Resignation

When a participant or subscriber is terminated from the service for failure to pay MLS fees or charges, or if the participant or subscriber resigns from the service, the MLS shall cease to provide services to such participant or subscriber, including for broker participants the continued inclusion of listings in the MLS compilation of current listing information. In the event listings are removed from the MLS pursuant to this section, it shall be the sole responsibility of the participant to notify the seller(s) that the property is no longer listed in the MLS.

7.20.2 Violation of MLS Rules

When a participant or subscriber is suspended from the service for a violation of the MLS rules and regulations, the MLS shall cease to provide services to such participant or subscriber except that the listings in the MLS at the time of suspension shall, at the suspended participant's option, be retained in the MLS compilation of current listing information 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. In the event listings are removed from the MLS pursuant to this section, it shall be the responsibility of the participant to notify the seller(s) that the property is no longer listed in the MLS.

When a participant or subscriber is terminated or expelled from the service for a violation of the MLS rules and regulations, the MLS shall cease to provide services to such participant or subscriber. For broker participants, the continued inclusion of listings in the MLS compilation of current listing information will also cease. In the event listings are removed from the MLS pursuant to this section, it shall be the sole responsibility of the participant to notify the seller(s) that the property is no longer listed in the MLS.

7.21 No Control of Commission Rates or Fees Charged by Participants

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

7.22 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable commission arrangement shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. A dual or variable rate commission arrangement is one in which the seller or owner agrees to pay a specified commission if the property is sold by the listing broker without assistance and a different commission if the sale results through the efforts of a cooperating broker, or one in which the seller or owner agrees to pay a specified commission if the property is sold by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale results through the efforts of a seller or owner. 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 that results through the efforts of the seller or owner. If the cooperating broker is representing a buyer or tenant, the cooperating broker

must then disclose such information to his or her client before the client makes an offer to purchase or lease.

For violation of this section, see Appendix A, Citable Infractions, 3.4, Purposely Manipulating the MLS System to Circumvent the Rules.

8. DOCUMENTATION; PERMISSION; ACCURACY OF INFORMATION

8.1 Listing Agreement and Seller's Permission

Prior to inputting a listing to the service, the listing broker shall obtain the written agreement of the seller expressly granting the listing broker authority to: (1) file the listing with the service for publication and dissemination to those authorized by the MLS; (2) act as an agent for the seller; (3) abide by the rules of the service; (4) provide timely notice of status changes of the listing to the service; (5) provide sales information including selling price to the service upon sale of the property for publication and dissemination to those authorized by the MLS and (6) publish sales information after the final closing of a sales transaction in accordance with these MLS rules (See Section 10.2).

8.1.1 Withholding Sales Price

Upon submission of a written request from either the seller or the buyer, the selling price may be withheld. In such cases, the "last list price" is used, with a code indicating that it replaces the sales price, the listing is omitted from the averages, and the requested withholding is then noted in the confidential remarks. There may be a fee charged to the agent of the requesting party for withholding the selling price.

8.2 Written Documentation

Listing brokers filing listings with the service shall have a written listing agreement with all necessary signatures in their possession. Only listings that create an agency relationship between the seller and the broker participant are eligible for submission to the service. By inputting a listing to the service, broker participants and real estate subscribers represent that they have in their possession such written agreements establishing agency and the represented type of listing agreement. The service shall have the right to demand a copy of such written listing agreements and verify the listing's existence and adequacy at any time. The service shall also have the right to demand a copy of seller's written authorization required under these rules. If the broker participant or real estate subscriber fails to provide documentation requested by the service within 24 hours, the service shall have the right to immediately withdraw any listings from the database in addition to disciplining the broker participant and real estate subscriber for a violation of MLS rules.

For violation of this section, see Appendix A, Citable Infractions, 3.4, Purposely Manipulating the MLS System to Circumvent the Rules.

8.3 Accuracy of Information; Responsibility for Accuracy

By inputting information into the MLS computer database, the listing broker represents that the information input is accurate to the best of the listing broker's knowledge. The listing broker shall use good faith efforts to determine the accuracy of the information and shall not submit or input information which the listing broker knows to be inaccurate. Upon receipt of the first publication or

electronic transfer by the MLS of such information the listing broker shall make all necessary corrections. The MLS merely publishes the MLS information and has no affirmative responsibility to verify the accuracy of the MLS information. The MLS, however, reserves the right to require broker participants and real estate subscribers to change their MLS information if the MLS is made aware of alleged inaccuracies in the MLS information and the MLS determines that such inaccuracies do in fact exist. If a broker participant or real estate subscriber fails to make necessary or required corrections to their MLS information, the broker participant and real estate subscriber shall indemnify and hold harmless the service for any claims, costs, damage or losses, including reasonable attorney fees and court costs, incurred by the MLS as a result of such failure. In no event will the MLS be liable to any MLS participant, subscriber or any other party for any indirect, special or consequential damages arising out of any information published in the MLS and all other damages shall be limited to an amount not to exceed the MLS fees paid by the listing broker. Upon review of pertinent documentation (the HUD-1, final closing statement or data from county records), the MLS may correct materially inaccurate listing information with regard to closing date and status change.

For violation of this section, see Appendix A, Citable Infractions, 3.1, Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules and 3.4, Purposely Manipulating the MLS System to Circumvent the Rules.

8.4 Input Defined

All references or uses of the word “input” shall also include information which is submitted to the MLS for input in the MLS data base by the MLS staff, whether such information was provided to the MLS staff on a “property data form” or otherwise.

8.5 Buyer, Seller, Purchase and Sale Defined

All references to the buyer shall also include lessee. All references to the seller shall also include lessor. All references to a purchase shall also include a lease. All references to a sale shall also include a lease.

9. SELLING PROCEDURES

9.1 Showings and Negotiations

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the service shall be conducted through the listing broker except under the following circumstances:

- a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly with the seller, or
- b. after reasonable effort and no less than 24 hours, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by the cooperating broker by giving notice to all participants through the MLS.

In the event all showings and negotiations will be conducted solely by the seller, the listing broker shall clearly set forth such fact in the listing information published by the service.

For violation of this section, see Appendix A, Citable Infractions, 3.1, Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules.

9.1.1 Showing Access

Properties entered into the system must be available to show within three business days unless otherwise directed by the seller in writing, which shall be noted in the confidential remarks.

For violation of this section, see Appendix A, Citable Infractions, 5.1, Showings and Access.

9.2 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the sellers' approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

9.3 Availability to Show or Inspect

Listing brokers shall not misrepresent the availability of access to show or inspect a listed property.

9.4 Presentation of Offers

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. In the event a listing broker will not be participating in the presentation of offers, the listing broker shall clearly indicate this fact in the listing information published by the service.

9.5 Submission of Offers and Counter-Offers

The listing broker shall submit to the seller/landlord all offers until closing unless precluded by law, governmental rule or expressly instructed by the seller/landlord otherwise. The cooperating broker acting for buyer/tenant shall submit to buyer/tenant all offers and counter-offers until acceptance.

9.6 Right of Cooperating Broker in Presentation of Offer

The cooperating broker has the right to participate in the presentation of any offer to purchase he secures. The cooperating broker does not have the right to be present at any discussion or evaluation of that offer by the seller and the listing broker. However, if the seller gives written instructions to the listing broker requesting that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker shall convey the offer to the listing broker for presentation. In such event, the cooperating broker shall have the right to receive a copy of the seller's written instructions from the listing broker. Nothing in this section diminishes or restricts the listing broker's right to control the establishment of appointments for offer presentations.

9.7 Right of Listing Broker and Presentation of Counter Offers

The listing broker has the right to participate in the presentation of any counter-offer made by the seller or lessor. The listing broker 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 broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

9.8 Change of Compensation Offer by Cooperating Broker

Cooperating broker participants and real estate subscribers shall not use the terms of an offer to purchase to attempt to modify the listing broker's offer of compensation nor make the submission of an executed offer to purchase contingent on the listing broker's agreement to modify the offer of compensation. However, failure of a cooperating broker to comply with this rule shall not relieve a listing broker of the obligation to submit all offers to the seller as required by Section 9.3.

9.9 Cooperating Broker as a Purchaser

If a cooperating broker wishes to acquire an interest in property listed with a listing broker, such contemplated interest shall be disclosed to the listing broker prior to the time an offer to purchase is submitted to the listing broker.

(NOTE: Nothing in these rules shall preclude the listing broker and cooperating broker from entering into a mutual agreement to change cooperative compensation.)

10. REPORTING STATUS CHANGES AND OTHER INFORMATION TO THE MLS

10.1 Statuses

<u>Active</u>	Valid listing contract exists and no offer accepted
<u>Pending Continue to Show with Release Clause</u>	
<u>Pending Continue to Show Seeking Backups</u>	
<u>Pending Do Not Show</u>	
<u>Closed</u>	A final sale has occurred
<u>Expired</u>	Listing contract expired
<u>Canceled</u>	Listing contract canceled or listing not qualified for inclusion in MLS
<u>Withdrawn</u>	No longer in the MLS but a valid contract exists with the listing broker.

10.2 Reporting of Sales

Listings with accepted offers shall be reported to the MLS or input into the MLS database by the listing broker as "pending" by the end of next business day after the acceptance by the listing broker unless the negotiations were carried on under Section 9.1 (a) or (b), in which case, the cooperating broker shall notify the listing broker of the "pending" status by the end of next business day after acceptance, whereby the listing broker shall then report or input the status change to the MLS by the end of next business day after receiving notice from the cooperating broker. The listing shall be published on the MLS as "pending" with no price or terms prior to the final closing. Upon final closing, the listing broker shall report or input the listing in the MLS as "sold" and report the selling price by the end of next business day after the final closing date unless the negotiations were carried on under Section 9.1 (a) or (b), in which case, the cooperating broker shall notify the listing broker of the "sold" status and selling price by the end of the next business day after the final closing date,

whereby the listing broker shall then report or input the status change and selling price to the MLS by the end of the next business day after receiving notice from the cooperating broker. Listings that were not input into the MLS as a result of the seller's instructions may be input into the MLS "sold" data at the listing broker's option. If a listing is entered for comparable purposes only, then "For Comp Purposes Only" shall appear in the first line of confidential remarks.

For violation of this section, see Appendix A, Citable Infractions, 2.3, Status Changes Not Reported by Deadline and 4.3, Misuse of Confidential Remarks.

10.3 Removal of Listings for Refusal/Failure to Timely Report Status Changes

The MLS is authorized to remove any listing from the MLS compilation of current listings where the participant or subscriber has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the participant and/or subscriber shall be advised of the intended removal so the participant and/or subscriber can advise his or her client(s).

10.4 Reporting Cancellation of Pending Sale

The listing broker shall report to the service by the end of next business day the cancellation of any pending sale and the listing shall be reinstated immediately as long as there is still a valid listing.

For violation of this section, see Appendix A, Citable Infractions, 2.3, Status Changes Not Reported by Deadline.

10.5 Refusal to Sell

If the seller of any listed property filed with the service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants and subscribers.

11. OWNERSHIP OF MULTIPLE LISTING SERVICE COMPILATIONS AND COPYRIGHTS

11.1 MLS Content and MLS Compilation Defined

11.1.1 "MLS Content" Defined

"MLS Content" or "Content" as promulgated by the National Association of REALTORS ("NAR") includes, but is not limited to, photographs, images (including maps), graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, statistics and other details or information related to listed property. MLS Content is protected by the applicable Intellectual Property laws.

11.1.2 "MLS Compilation" Defined

MLS Compilation is an aggregate set of MLS Content, collected and disseminated to Authorized Users of MLS Content in any format. MLS Compilation is protected by the applicable Intellectual Property laws.

11.2 Active Listing MLS Compilation Defined

“Active listing MLS compilation” shall mean that portion of the MLS compilation which includes listings currently for sale and all other indexes and other information relating to the current listing information approved for distribution by the MLS.

11.3 Comparable Data MLS Compilation Defined

“Comparable data MLS compilation” shall mean that portion of the MLS compilation that includes the off market data, sold and appraisal information regarding properties that are not currently for sale and all indexes and information relating to the sold information compilation approved for distribution by the MLS.

11.4 Authority to Put Listings in MLS Compilation

By submitting any property listing data form to the MLS or inputting listing information into the MLS compilation, broker participants and real estate subscribers represent that they have been authorized to grant and also thereby do grant authority for the MLS to include the property listing data in its copyrighted MLS compilation. By submitting any property listing data form to the MLS, broker participants and real estate subscribers represent that they have been authorized to report information about the sales, price and terms of a listing, have authority to grant and also thereby does grant authority for the MLS to include the sold information in its copyrighted MLS compilation, except where excluded under section 8.1.1.

11.5 Photographs on the MLS

By submitting photographs to the MLS, the participant and/or subscriber represents and warrants that it either owns the right to reproduce and display these photographs or has procured such rights from the appropriate party, and has the authority to grant and hereby grants the MLS and the other participants and subscribers the right to reproduce and display the photographs in accordance with these rules and regulations. Use of photographs by a subsequent listing agent requires prior written authorization from the originating listing agent or appropriate party. Branding of photographs with any information or additional images is prohibited.

For violation of this section, see Appendix A, Citable Infractions, 3.1, Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules.

11.6 Copyright Ownership

All right, title, and interest in each copy of every MLS compilation created and copyrighted by the MLS, and in the copyrights therein, shall at all times remain vested in the MLS. The MLS shall have the right to license such compilations or portions thereof to any entity pursuant to terms agreed upon by the Board of Directors.

11.7 Access to MLS Compilations

Each participant and subscriber shall have the right and license to access the Active Listing and Comparable Data MLS Compilations in accordance and subject to all restrictions contained in these

rules. Participants and subscribers shall acquire by such license only the right to individually use the MLS compilations and only for purposes permitted by these rules. Clerical users may have access to the information solely under the direction and supervision of the participant or subscriber. Clerical users may not provide any MLS compilation or information to persons other than the participant or the subscriber under whom the clerical user is registered.

12. PROHIBITIONS AND REQUIREMENTS

12.1 Notification of California Department of Real Estate (DRE) or California Office of Real Estate Appraisers (OREA) Action

Participants and subscribers are required to notify the MLS within 24 hours of any final action taken by the DRE or the OREA against the participant, subscriber or any licensee affiliated with the participant or subscriber including, but not limited to any final decisions restricting, suspending or revoking a real estate license or appraiser's certification or license of a participant, the participant's firm or corporation under which the participant or subscriber acts, or any licensee affiliated with the participant or the participant's firm or licensee or appraiser who was affiliated with the participant or participant's firm at the time of the underlying act.

12.2 Violations of the Law

If a participant, subscriber, appraiser or a licensee affiliated with a participant or subscriber commits a felony or a crime involving moral turpitude or violates the Real Estate Law or the laws relating to appraisers, the participant or subscriber shall be in violation of this section. However, a participant or subscriber shall not be found to have violated this section unless the participant, subscriber, appraiser or salesperson licensed to the participant has been convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of (1) a felony, or (2) a crime involving moral turpitude, or (3) on a determination by any court of competent jurisdiction, or official of the State of California authorized to make the determination, that the participant or subscriber violated a provision of the California Real Estate Law or a Regulation of the Real Estate Commissioner or law relating to appraisers.

12.3 Supervision of Licensees and Appraisers

In addition to the notification requirements of paragraph 12.1, a participant may not allow any licensee, under the participant's license, whose license has been revoked, suspended or restricted by the DRE to use the MLS in any manner while the DRE discipline is in effect except that the licensee may use the MLS under a restricted license providing such use is consistent with and does not violate such license restrictions.

12.4 Solicitation of Listing Filed With the MLS

Broker Participants and real estate subscribers shall not solicit a listing filed with the service unless such solicitation is consistent with Article 16 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations. The purpose of this section is to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited through unwanted phone calls, visits and communications, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. This section is also intended to encourage all licensed real estate

brokers to participate in the service by assuring them that other broker participants and real estate subscribers will not attempt to persuade the seller to breach the listing agreement or to interfere with the listing broker's attempts to market the property. This section does not preclude solicitation of listings under circumstances otherwise permitted under Article 16 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations.

12.5 Use of Remarks

Participants and subscribers may not use the remarks in a property data profile sheet or listing submitted to the MLS or inputted directly into the MLS database for purposes of disparaging other real estate agents or conveying information about other offices or for conveying any other information that does not directly relate to the marketing of the listing.

12.5.1 Public Remarks Restrictions and Requirements

- a. Information in the public remarks shall only relate to the marketing, description and condition of the property.
- b. No contact information is permitted, including names, phone or fax numbers, email addresses or website addresses (including virtual tours and transaction tracking URLs) or calling instructions.
- c. No showing instructions are permitted, including references to lockbox, alarm, gate or other security codes, or the vacancy of the property. However, a statement that the property shall be delivered vacant is not a violation.
- d. No information directed toward real estate agents or brokers, including compensation or bonuses offered to cooperating brokers may be shown in public remarks.
- e. No other information may be provided that goes beyond the marketing, description and condition of the property.

For violation of this section, see Appendix A, Citable Infractions, 4.2, Misuse of Public Remarks.

12.5.2 Confidential Remarks Restrictions and Requirements

- a. "For Comp Purposes Only" must appear in the first line of confidential remarks when a listing is entered for that purpose.
- b. References to burglar alarm, security system or gate codes may be placed in confidential remarks only with seller's written permission.
- c. Caution: Title or escrow information may be entered in confidential remarks; however, participants/subscribers should note that any verbiage which implies a requirement to use a specific title company or escrow service may be a violation of RESPA. You are advised to seek legal counsel for specific advice when using such verbiage.
- d. Except for reciprocal listings, no reference may be made to licensees who are not participants or subscribers.

For violation of this section, see Appendix A, Citable Infractions, 4.3, Misuse of Confidential Remarks.

12.6 “For Sale” Signs

Only the “For Sale” signs of the listing broker may be placed on the property.

12.7 “Sold” Signs and Use of the Term “Sold”

Only broker participants or real estate subscribers who participated in the transaction as the listing broker or cooperating broker may claim to have “sold” the property. Prior to closing, a cooperating broker may post a “sold” sign on a property only with the consent of the listing broker. This section does not, however, prohibit any broker from advertising the addresses, sales prices of and limited public information about the properties that have sold in a neighborhood after the information regarding the properties has been published as long as the advertisement does not imply the agent was involved in the transaction unless such is the case and as long as the advertisement otherwise presents a “true picture” as is meant under Article 12 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations. The MLS may apply additional restrictions to the electronic display of information regarding sold listings.

12.8 Advertising of Listing Filed With the MLS

A listing shall not be advertised by any participant or subscriber, other than the listing broker, without the prior consent of the listing broker except as provided in Section 12.16 relating to display of listings on the internet.

For violation of this section, see Appendix A, Citable Infractions, 5.2, Violation of IDX Rules and 5.3, Advertising of Listing Filed with the MLS (Outside scope of IDX).

12.8.1 Advertising Defined

Advertising is defined as an activity that is intended to attract potential customers to your business or to increase brand awareness, and includes such items as websites (including “blogs”), neighborhood updates, just-listed and just-sold cards/flyers, and other unsolicited “farming” activities.

12.9 Limitations on Use of MLS Information in Advertising

Except as provided in Sections 12.7, 12.8, 12.11 and 12.15, truthful use of information from the MLS compilation of current listing information, from the MLS’s “statistical report,” or from any “sold” or “comparable” report of the MLS for public mass media advertising by an MLS participant or subscriber or in other public representations for purposes of demonstrating market share is not prohibited. However, any print or non-print forms of advertising or other forms of public representations 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 MLS Listings MLS for the period (date) through (date).
Display of MLS data is deemed reliable but is not guaranteed accurate by the MLS.

For violation of this section, see Appendix A, Citable Infractions, 5.4, Failure to Provide Adequate Informational Notice on Print or Non-Print Forms of Advertising or Other Forms of Public Representations.

12.10 False or Misleading Advertising and Representations; True Picture Standard of Conduct.

Participants and subscribers may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the participant's or subscriber's relationship to the service, about the service itself, or about any property listed with the service. MLS participants and subscribers shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and participants and subscribers may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites
- b. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

12.11 Use of MLS Information

In recognition that the purpose of the MLS is to market properties and offer compensation to other broker participants and real estate subscribers for the sole purpose of selling the property, and that sellers of properties filed with the service have not given permission to disseminate the information for any other purpose, participants and subscribers are expressly prohibited from using MLS information for any purpose other than to market property to bonafide prospective purchasers or to support market evaluations or appraisals as specifically allowed by Sections 12.14, 12.15, 12.16 and 12.20. Any use of MLS information inconsistent with these Sections is expressly prohibited. Nothing in this Section, however, shall limit the MLS from entering into licensing agreements with MLS participants and subscribers, member Associations of REALTORS® or third parties for use of the MLS information.

For violation of this section, see Appendix A, Citable Infractions, 1.2, Misuse of MLS Information.

12.12 Confidentiality of MLS Information

Any information provided by the service to participants, subscribers and licensees shall be considered and treated as confidential and shall be for the exclusive use of participants, subscribers and licensees for purposes described in Sections 2, 12.7, 12.11, 12.14, 12.15, 12.16, 12.20 and this section. Participants, subscribers and licensees shall at all times maintain control over and responsibility for each copy of any MLS compilation and shall not distribute any such copies to persons other than participants and subscribers. Participants and subscribers are responsible for the security of their passcodes and shall not give or allow use of or make available their passcodes to any person. Participants, subscribers and licensees may reproduce or display the information as provided in these rules.

For violation of this section, see Appendix A, Citable Infractions, 1.1, Use of MLS System by Unauthorized Party.

12.12.1 Clerical Users

Clerical users may have access to MLS information solely under the direction and supervision of a participant or subscriber. Clerical users may not provide any MLS information to persons other than

the participant or subscriber under whom they are registered. Access by clerical users to the database is solely for clerical and administrative functions for the participant or subscriber under whom the clerical user is registered.

For violation of this section, see Appendix A, Citable Infractions, 1.2, Misuse of MLS Information.

12.13 Access to the Compilations

Unless subject to an executed license agreement with the MLS, only Participants and Subscribers are entitled to the right and license to access the Active Listing MLS Compilation and the Comparable Data MLS Compilation. This does not limit the right of participants to produce or provide statistical, analytical and/or market trending information for dissemination to clients or potential clients, nor of the MLS to license third parties to provide or produce statistical, analytical and/or market trending information for use by participants or subscribers or their clients.

12.14 Display

Subject to Sections 12.15, 12.16 and 12.20, broker participants and real estate subscribers shall be permitted to display the MLS compilation in electronic, faxed, printed, broadcast (e.g., television, podcasts, radio, etc.) format or provided through any other delivery method to specifically identified and bonafide 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. Broker participants and real estate subscribers shall be permitted to display the MLS compilation in either electronic or printed format to specifically-identified and bonafide sellers or prospective sellers only in conjunction with their ordinary business activities in listing properties. Appraiser participants and appraiser subscribers shall be permitted to display the MLS compilation to the person requesting the appraisal only in conjunction with their ordinary business activities of producing a written appraisal. Such displays under this section shall be only in the immediate presence or under the direct control of the MLS participant or subscriber.

12.14.1 Information Provided to Clients

When providing listing information to customers or clients using MLS-provided email, reports or flyers, or using similar tools provided by authorized third parties, Listing Agent and Listing Office must be clearly identified for active/pending listings.

12.14.2 Confidential Information

Display of confidential information is never permitted.

12.14.3 Appraisers

Appraisal offices are not authorized to operate IDX websites or to provide listing information to the public in any form.

12.14.4 Clerical Users

Clerical users are expressly prohibited from displaying or distributing MLS information to anyone other than the participant or subscribers under whom the clerical user is registered.

For violation of this section, see Appendix A, Citable Infractions, 1.2, Misuse of MLS Information.

12.15 Reproduction

“Reproduction” shall include, but not be limited to, making photocopies, computer printouts, electronic transfers (including email), or downloading of MLS data or compilations. Participants and subscribers or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof except as provided in Section 12.16, 12.20 and in the following limited circumstances:

12.15.1 Copies to Prospective Purchasers

Broker participants and real estate subscribers may reproduce from the MLS compilation, and distribute to prospective real estate purchasers, copies of those portions of the MLS compilation consisting only of a description of the property, including the address, features, financing and price.

For violation of this section, see Appendix A, Citable Infractions, 1.2, Misuse of MLS Information.

12.15.2 Information Reproduced

Unless the participant or subscriber obtains prior written consent from the listing broker, the information reproduced pursuant to this section shall not include the following:

- a. Property owner’s name, phone number, and address (if different than the listed property);
- b. Instructions or remarks intended for cooperating brokers, including but not limited to showing instructions or security references (ex: lock box, burglar alarm or security system, vacancies) regarding the listed property;
- c. Type of listing;
- d. Compensation or bonuses offered to cooperating brokers.
- e. Other information that goes beyond a description of the property.

For violation of this section, see Appendix A, Citable Infractions, 1.2, Misuse of MLS Information.

12.15.3 Copies for Appraisals

Participants and subscribers may reproduce from the MLS compilation, and attach to an appraisal as supporting documentation copies of those portions of the MLS compilation consisting only of such information on properties necessary to support a written appraisal or estimate of value on a particular property.

12.15.4 Compilation Downloading

Download of MLS information is subject to the following:

- a. Participants and subscribers may download MLS information, from the MLS user interface(s) or MLS provided applications, into a computer or computer system as long as:
 - 1) Access to the computer or computer system receiving the information is strictly limited to authorized participants, subscribers and clerical users as defined in these rules; and
 - 2) The information is only retransmitted to the participants, subscribers and clerical users authorized to access the computer or computer system by these rules; and
 - 3) The information is not reformatted or used to create another product except as may be used by the participant or subscriber who downloaded the data and such use strictly complies with sections 12.7, 12.11, 12.15, 12.16 and 12.20.
- b. Broker Participants may download the compilation by alternate means, as made available by the service, subject to an executed license agreement and payment of any associated fees.
- c. Downloading listing data from MLS applications is not permitted for purposes of creating websites, automated evaluations, statistics, or other products or services. These activities require a data license and access to bulk MLS Content ONLY through specified channels.

For violation of this section, see Appendix A, Citable Infractions, 1.2, Misuse of MLS Information.

12.15.5 Sold Information

Individuals legitimately in possession of current listing information, “sold” information, “comparables” or statistical information may utilize such information to support an estimate of value on a particular property. However, only such information that the MLS has deemed to be nonconfidential and necessary to support the estimate of value may be reproduced or attached to a report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

12.16 Use of Listing Information on Internet.

[Also known as Internet Data Exchange (“IDX”)]

- a. Subject to paragraphs (b) through (l) below, and subject to an executed IDX Access Agreement with the MLS, notwithstanding anything in these rules and regulations to the contrary, broker participants and real estate subscribers who have appropriate broker permission may display on their public websites aggregated MLS active listing information through either downloading and placing the data on the participant’s or subscriber’s public access websites or by framing such information on the MLS public access website (if such a site is available). MLS content may ONLY be displayed on websites branded by active MLSListings participants and subscribers and may not be compiled with data from other sources for use on any websites of non-MLSListings participants/subscribers, even if such websites are owned or operated by an authorized licensee of MLSListings.
- b. The listing brokers’ consent for such internet display is presumed, in satisfaction of Rule 12.8, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display on either on a blanket or on a listing-by-listing basis. Listing brokers that refuse to permit

other MLS broker participants or real estate subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers' listings.

- c. Broker participants and real estate subscribers shall not display confidential information fields, as determined by the MLS in the MLS's sole discretion, such as that information intended for cooperating brokers rather than consumers.
- d. Listings with the status of active, pending or sold may be displayed and the statuses must be clearly identified to the viewer. All active listings on a broker participant's or real estate subscriber's site displayed by framing or other electronic means shall display the name of the listing firm and the name of the listing agent in a manner designed to easily identify such listing firm or agent. Listing firm and listing agent name shall be displayed in a readily visible color and typeface not smaller than the median used in the display of the listing data. Each results screen, including the thumbnail and summary view, shall display the listing firm and listing agent name for each such listing. Listing or selling office information is not used on sold listings.
- e. Broker participants and real estate subscribers shall not modify the information displayed pursuant to these MLS rules.
- f. Information displayed shall indicate the source of the information being displayed, the MLS copyright information, the responsibility disclaimer and the most recent date updated, along with any other descriptive or identifying elements required by the MLS. Broker participants and real estate subscribers shall update all downloads and refresh all data at least once every 72 hours.
- g. Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. Broker participants and real estate subscribers shall indicate on their websites that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.
- h. Broker participants' and real estate subscribers' websites must protect MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction or use of the MLS database.
- i. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or their property address from display on the Internet (including, but not limited to, publicly-accessible websites) shall not be accessible via IDX sites. This does not preclude listing broker participants or real estate subscribers from displaying on their IDX sites or their other website(s) the listing or property address of consenting sellers. Restricted sales prices may not be shown or disclosed to the public.
- j. Not all listings from the MLS must be displayed as long as any exclusions from display on broker participants' and real estate subscribers' IDX sites are based on objective criteria, e.g. class of property, listed price or geographical location.
- k. No portion of the MLS database shall be distributed, provided to or made accessible to any person except as provided for in these rules and/or in the National Association of REALTORS IDX policy.
- l. When displaying listing content, a broker participant's or real estate subscriber's website must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

For violation of this section, see Appendix A, Citable Infractions, 5.2, Violation of IDX Rules.

12.16.1 Notification by Authorized Broker Participants and Real Estate Subscribers

Broker participants and real estate Subscribers partaking in the display of MLS listing information of other brokers' listings pursuant to Section 12.16 must notify the MLS before displaying said MLS listing information and must make their website directly accessible to the MLS and other MLS participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

For violation of this section, see Appendix A, Citable Infractions, 5.2, Violation of IDX Rules.

12.16.2 Right to Charge for Download

The MLS has the right to charge the costs of adding or enhancing its downloading capacity to broker participants and real estate Subscribers who request downloading of listing information pursuant to Section 12.16.

12.16.3 Intention of IDX Display

IDX is intended to allow broker participants and real estate subscribers to display limited MLS data on their public Internet websites. Display of this information is limited to Internet sites accessible by the public. IDX is in no way intended to negate provisions of these Rules that prohibit advertising of another agent's listings without permission, as stated in Section 12.8.

12.17 Applicability of Rules to MLS

Nothing in these rules shall limit the right of the MLS to enter into licensing agreements with third parties for use of the MLS compilations or any portion thereof in accordance with terms approved by the Board of Directors.

12.18 Listing Broker's Right to Opt Out of Internet Advertising of MLS Information

If the MLS advertises MLS information on the Internet or licenses MLS information for advertising on the Internet, the listing broker also shall have the right to opt out of such advertising in accordance with the MLS's procedures for opting out. The listing broker shall have the right to refuse to have listings displayed on a blanket basis or on a listing-by-listing basis in accordance with Section 12.16 by affirmatively notifying the MLS in accordance with the MLS procedures for opting out. Notwithstanding anything in these rules and regulations to the contrary, the MLS reserves the right to determine whether to provide Internet advertising services and whether such services are to be made available to non-MLS members.

12.19 Website Name and Status Disclosure.

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of subscribers affiliated with a participant's firm shall disclose the firm's name and the subscriber's state(s) of licensure in a reasonable and readily apparent matter.

For violation of this section, see Appendix A, Citable Infractions, 5.4, Failure to Provide Adequate Informational Notice on Print or Non-Print Forms of Advertising or Other Forms of Public Representations.

12.20 Virtual Office Websites (VOWs)

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.

For violation of section 12.20 and its subsections, see Appendix A, Citable Infractions, 5.3, Violation of VOW Rules and, where applicable, Appendix A, Citable Infractions, 1.1 Use of MLS System by Unauthorized Party

12.20.1

- a. As used in 12.20 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.
- b. “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.
- c. As used in 12.20 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

12.20.2

- 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.

12.20.3

- 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:
 - 1) 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.
 - 2) 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.
 - 3) 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:
 - 1) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - 2) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

- 3) 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;
 - 4) 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;
 - 5) 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.

12.20.4

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.

12.20.5

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.

12.20.6

- 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.

Signature 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.

12.20.7

- 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 12.20.8, 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."

12.20.8

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.

12.20.9

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

12.20.10

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.

12.20.11

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.

12.20.12

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®.

12.20.13

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.

12.20.14

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.

12.20.15

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

- a. Expired, withdrawn, canceled or pending do not show
- 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.

12.20.16

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

12.20.17

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.

12.20.18

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.

12.20.19

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 listings in response to any inquiry.

12.20.20

A Participant shall require that Registrants' passwords be reconfirmed or changed every 120 days.

12.20.21

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.

12.20.22

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.

12.20.23

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

12.20.24

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 24 hours *after it is requested*.

For violation of this section 12.20.24, see Appendix A, Citable Infractions, 5.3, Violation of VOW Rules and 3.4.3, Failure to provide written documentation within 24 hours after request from staff.

13. LOCKBOXES

For violation of Lockbox sections, see Appendix A, Citable Infractions, 5.1., Showings and Access

13.1 Eligibility for Lockbox Privileges

Only MLS Listings MLS participants and subscribers are eligible for lockbox privileges (including lockbox keys). Clerical users are not eligible for lockbox privileges. Lockbox privileges may be issued only by Authorized Providers, and are subject to the following additional requirements:

- a. The key holder signs a lease agreement with the Authorized Provider. This agreement shall include and bind the participant or subscriber to all of the provisions of this Section 13.
- b. The participant to which the key holder is licensed cosigns the lease agreement with the Authorized Provider.
- c. The key holder continues to comply with all MLS rules relating to lockbox keys.
- d. The key holder and participant to whom the key holder is licensed remain eligible for MLS services.
- e. The Authorized Provider appears in Appendix B which may be amended from time to time.

13.2 Use of Lockbox Contents

- a. No participant or subscriber may enter a property with or without a lockbox without the listing broker's permission. The listing broker may grant such permission by specifying permission to use the lockbox through the MLS. Appraiser participants are expressly

prohibited from using lockbox keys to enter a property without either the owner's or listing broker's permission.

- b. Participants and subscribers shall at all times follow the showing instructions published in the MLS.
- c. Participants and subscribers shall not remove contents of the lockbox for purposes other than showing the home and shall promptly return the contents to the lockbox upon exiting the property.
- d. Participants and subscribers shall keep lockbox contents in their possession at all times after removal from the lockbox. The lockbox and/or contents shall not be removed from the property site without prior consent from the listing agent.

13.3 Key Use and Service

Keys may not be used under any circumstances by anyone other than the key holder, including, but not limited to, lending, borrowing or sharing keys with others. The Authorized Provider is not obligated to provide service on keys or lock boxes to an individual who is not the registered lessee or owner of the component.

13.4 Accountability

Key holders must account for keys at the time of any inventory conducted by the Authorized Provider or at any time requested by the Authorized Provider. Key holders who cease to participate or subscribe to the MLS shall return all key(s) in their possession to the Authorized Provider. Failure to return a key(s) will subject the key holder and/or the key holder's participant to fines and penalties and to being responsible for all costs incurred by the Authorized Provider to secure the lock box key system as a result of the failure to return the key(s).

13.5 Deemed Unaccountable

Keys shall be deemed unaccounted for if a key holder refuses or is unable to demonstrate that the key is within the key holder's physical control.

13.6 Written Authority

Participants and subscribers shall not place a lockbox on a property without written authority from the seller and occupant if other than the seller. Inclusions in MLS compilations cannot be required as a condition of placing lockboxes on listed property.

13.7 Removal of Lockbox

Upon sale of the property, the lockbox must be removed.

13.8 Unaccountable Keys

Key holders and participants cosigning with a key holder shall immediately report lost, stolen or otherwise unaccountable keys to the Authorized Provider.

13.9 Deposits

All key holders may be required to give the Authorized Provider deposits in accordance with the deposit schedule adopted by the Authorized Provider. Key holders shall forfeit the deposits if the key is lost, stolen or unaccounted for. Key holders shall not be entitled to any interest on their deposits. The Authorized Provider is not obligated to refund deposits to individuals who are not the registered lessee or owner of the key.

13.10 Rules Violations

Failure to abide by rules relating to lockboxes as set forth in this section or failure to abide by the key lease agreement may result in discipline as provided in sections 14 and 15 of these rules, in addition to loss of or restriction on all lockbox and key privileges.

13.11 Right to Limit Access

The Authorized Provider reserves the right to refuse to issue a key or limit access to lockboxes if, in its sole discretion, it determines the security of the system would be compromised by issuing such keys or granting access to lockboxes.

13.12 Lockbox Accessibility

If a lockbox is present on a property that is located in the MLSListings service area and is listed for sale in the MLSListings system, there must be an electronic lockbox that is accessible by a key issued by one of the lockbox Authorized Providers listed in Appendix B. More than one lockbox may be used on a property.

14. VIOLATIONS OF RULES AND REGULATIONS

14.1 Grounds for Disciplinary Action and Sanctions

After a hearing by a hearing panel as provided in the *California Code of Ethics and Arbitration Manual*, the Board of Directors may take disciplinary action and impose sanctions against any participant and subscriber:

- a. For violation of any MLS rule;
- b. On the participant's or subscriber's being convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of (1) a felony, or (2) a crime involving moral turpitude, or (3) on a determination by any court of competent jurisdiction, or official of the State of California authorized to make the determination, that the participant or subscriber violated a provision of the California Real Estate Law or a

Regulation of the Real Estate Commissioner or the laws relating to appraisers or a regulation of the OREA.

- c. For any violation of subsection (a) by any person, including but not limited to a clerical user or a salesperson, who is not a participant or subscriber but is employed by or affiliated with such participant or subscriber and was providing real estate related services within the scope of the participant's or subscriber's license. Lack of knowledge by the participant or subscriber of such salesperson's conduct shall only go to mitigation of discipline imposed.
- d. For any violation of the N.A.R. Code of Ethics while a member of any Association of REALTORS®.

14.2 Sanctions

Sanctions or disciplinary action for violation of an MLS Rule may consist of one or more of those specified in the *California Code of Ethics and Arbitration Manual*.

14.3 Citations

The MLS, subject to approval of the Board of Directors, may implement a schedule of fines for certain MLS rules violations and direct staff to issue citations for the specified MLS rules violations and implement a procedure whereby the participant and subscriber receiving the citation may either pay the amount specified on the citation or request a full hearing in accordance with the procedures set forth in the *California Code of Ethics and Arbitration Manual*.

15. PROCEDURES FOR MLS RULES HEARINGS

All MLS rules hearings shall be processed in accordance with the *California Code of Ethics and Arbitration Manual* as from time to time amended which is hereby incorporated by reference. Failure to abide by the procedures of the *California Code of Ethics and Arbitration Manual* shall be a violation of these MLS rules.

16. ARBITRATION

16.1 Mandatory Arbitration

By becoming and remaining a participant or subscriber in the MLS, each participant and subscriber agrees to submit disputes arising out of the real estate business which also arises out of, or is in conjunction with, any listing filed with the MLS or any appraisal, to binding arbitration with any other participant or subscriber of this MLS, or participants or subscribers of any other MLS who are authorized to have access to this MLS under Section 6 of these rules. Such arbitrations shall be governed by the *California Code of Ethics and Arbitration Manual* as from time to time amended which is hereby incorporated by reference. This shall be deemed an arbitration agreement within the meaning of Part 3, Title 9 of the California Code of Civil Procedure. Failure to submit to arbitration as provided herein shall be a violation of these MLS rules.

16.2 Other Arbitration Agreements

Notwithstanding any other provision of these rules, if any participant or subscriber enters into an agreement (either before or after a dispute arises) with another participant or subscriber to arbitrate a dispute utilizing non-REALTOR® Association facilities, such persons are not bound to arbitrate the dispute covered by such agreement under these rules utilizing REALTOR® association facilities.

16.3 Arbitration Between REALTOR® Association Members

Notwithstanding any other provision of these rules,

- a. If all disputants are members of the same Association of REALTORS®, they shall arbitrate at that Association of REALTORS® in accordance with its rules.
- b. If the disputants are members of different Associations of REALTORS®, they shall arbitrate in accordance with any applicable regional or shared professional standards agreement. In the absence of such an agreement, the disputants remain obligated to arbitrate at the California Association of REALTORS® (“C.A.R.”) in accordance with the C.A.R. Interboard Arbitration Rules.

16.4 Arbitration Involving Non-REALTOR® Association MLS Subscribers

Notwithstanding any other provision of these rules, if one or more disputants are non-REALTOR® association members but both disputants are subscribers to the MLS, the MLS will arbitrate in accordance with the *California Code of Ethics and Arbitration Manual*.

16.5 Same Firm

Arbitration between persons from the same firm shall not be available and is not mandated by these rules unless covered by arbitration rules relating to the obligations of REALTOR® association members to arbitrate.

16.6 Timing

For purposes of this Section 16, the duty to arbitrate shall be determined when facts giving rise to the dispute occurred. Therefore, a participant or subscriber shall have a duty to arbitrate if the person was an MLS participant or subscriber when facts giving rise to the dispute occurred. Termination of MLS participation or subscription or resignation or termination of membership of a REALTOR® association shall not relieve the arbitration duty under this section for disputes that arose when the person was an MLS participant or subscriber or member of a REALTOR® association. Requests for arbitration must be filed within one hundred and eighty (180) days after the closing of the transaction, if any, or after the facts constituting the matter could have been known in the exercise of reasonable diligence, whichever is later.

17. NONPAYMENT OF MLS FEES

17.1 Nonpayment of MLS Fees

If MLS fees, fines, charges or other amounts owed the MLS are not paid within fifteen (15) days after the due date, the nonpaying participant's, subscriber's and/or clerical user's MLS services shall be subject to suspension until such outstanding amounts are paid in full. The MLS may suspend MLS services under this section provided the MLS gives the participant and/or subscriber at least ten (10) calendar days' prior notice of the proposed suspension date. Such notice may be included with the original billing statement for MLS fees, fines or charges or any time thereafter. In the event the amounts owed remain unpaid for twenty-eight (28) days after the due date, the nonpaying participant and/or subscriber's MLS services shall automatically terminate regardless if notice of such termination is given.

17.2 Disputed Amounts

If a participant and/or subscriber disputes the accuracy of amount owed, the participant and/or subscriber may request a hearing before the Board of Directors. In order to request such a hearing, the participant and/or subscriber must first pay the disputed amount in whole, which may be refunded in whole or part in accordance with the Board of Directors' determination. Hearings under this section shall be conducted in accordance with the *California Code of Ethics and Arbitration Manual*. In the event the Board of Directors confirms the accuracy of the amount owed, the participant and/or subscriber shall also be subject to paying interest at the rate of ten (10%) per annum on such past due amounts.

17.3 Reinstatement

Any participant and/or subscriber whose MLS services have been terminated for nonpayment of MLS fees may reapply for participation in the MLS. However, prior to being granted access, such participant and/or subscriber must pay all fees applicable to new applicants and all past due amounts owed, including paying interest at the rate of ten (10%) per annum on such past due amounts.

The following provision has not been formally adopted by the C.A.R. Board of Directors, but if Article XVII, Section 1 of the C.A.R. Model Bylaws is not adopted, include the following Section:

18. CHANGES IN RULES AND REGULATIONS

The rules and regulations of the MLS may be amended by a recommendation from the MLS Rules Committee, subject to approval by the Board of Directors. Any changes to these rules and regulations which are mandated by the National Association of REALTORS® shall automatically be incorporated into these rules and regulations and do not require MLS Rules Committee or Board of Directors approval.

Appendix A – Citable Infractions and Associated Penalties
With Reference to Applicable Rules

	Penalty
1 <u>Unauthorized Access to MLS</u>	
1.1 Use of MLS System by Unauthorized Party (Sec 4, 12.1, 12.2, 12.3, 12.11, 12.12.1, 12.14, 12.14.1, 12.14.4)	\$250-\$2,500
1.1.1 Filing of False Participation Waiver, Violation of Participation Waiver (Sec. 5.1.6)	\$250-\$1,000 plus retroactive dues (not more than 12 months)
1.1.2 Failure of Participant to Notify the MLS within 10 days of Termination, Transfer, or Addition of an Associate Under Participant's License (Sec. 4.4)	\$50 – 1 st violation \$100 – 2 nd violation \$200 – 3 rd violation
1.1.3 Failure of Participant to Notify the MLS within 10 days of Termination, Transfer, or Addition of a Clerical User Under Participant's License (Sec. 4.3)	\$50 – 1 st violation \$100 – 2 nd violation \$200 – 3 rd violation
1.2 Misuse of MLS Information	
1.2.1 Reproducing and Distributing Unauthorized Portions of the MLS Database (Sec. 12.15.1, 12.15.2)	\$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
1.2.2 Unauthorized Computer Download or Transmission of Data (Sec. 12.15.4)	\$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
1.2.3 Use of MLS data for other than the intended/permitted purposes (2, 11.7, 12.11,12.14, 12.14.4, 12.15.4, 12.15.5)	\$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
2 <u>Loading Listings and Reporting Status Changes by Deadline</u>	
2.1 Listing Not Loaded Within 72 Hours of Start Date of Listing (Sec. 7.5)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
2.2 Listing Waiver Not Submitted to MLS Within 72 Hours After Start Date of Listing (Sec. 7.6)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
2.3 Status Changes Not Reported By Deadline	
2.3.1 Sale Not Reported by the End of the Next Business Day After Close of Escrow (Sec. 10.2)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
2.3.2 Pending Sale Not Reported by the End of the Next Business Day After Seller's Acceptance of Offer (Sec. 10.2)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
2.3.3 Contingent Sale or Lease Not Reported By the End of the Next Business Day After Seller's Acceptance of Offer (Sec. 10.2)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
2.3.4 Cancellation of Pending Sale Not Reported By the End of the Next Business Day After Written Cancellation (Sec. 10.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
2.3.5 Withdrawal or Cancellation of Listing Not Reported By the End of the Next Business Day After Written Instructions (Sec. 7.8)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation

		Penalty
2.3.6	Resolution of Contingencies Not Reported By the End of the Next Business Day After Resolution (Sec. 10.2)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
2.3.7	“Comps Only” Sale Not Reported Within 7 Days (When Such Sale is Submitted at Discretion of Broker) (Sec. 10.2)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3 Reporting and Accuracy of Information		
3.1 Submission of Listings That Do Not Satisfy the Requirements of the MLS Rules		
3.1.1	Failure to Properly Specify Listing Type or Class (Sec. 7.2, 7.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.2	Entry of Inaccurate or Non-Text Information Anywhere in a Listing (Sec. 8.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.3	Listing Information Incomplete or Not Kept Current (Sec. 7.8, 7.11, 7.17)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.4	Failure to Enter Accurate Information in a Required Data Field (Sec. 7.2, 7.11, 8.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.5	Using a Data Field for a Purpose Other Than its Intended Use (Sec. 8.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.6	Failure to Correct Incomplete or Inaccurate Information Within 24 Hours After Notification by Staff (Sec. 8.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.7	Including Agent Contact Information, such as Email Addresses, Website Addresses, or other Non-Property Descriptive Text, on Photos (Sec. 11.5)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.8	Use of Photographs on a Listing Without Proper Authorization (Sec. 11.5)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.1.9	Failure to Meet Photograph Requirements on a Listing (Sec. 7.11.2)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.2	Failure to Report the Correct Sales Price on a Closed Sale Without Either the Seller’s or Buyer’s Written Request to Withhold the Sales Price (Sec. 8.1)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.3 Purposely Manipulating the MLS System to Circumvent the Rules		
3.3.1	Entry of Inaccurate or Prohibited Information (Sec. 8.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.3.2	Posting of a Listing to the MLS Without Having a Written Listing Agreement (Sec. 8.1, 8.2)	\$250 – 1 st violation \$750 – 2 nd violation 3 rd violation – Subject to suspension
3.3.3	Failure to provide written documentation within 24 hours after request from staff (Sec. 8.2, 12.20.24)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.3.4	Submitting a Listing as Withdrawn/Cancelled When Not Withdrawn/Cancelled by Seller (Sec. 7.8, 7.19, 8.2)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation

		Penalty
3.3.5	Extending a Listing Without Written Authorization from the Seller (Sec. 8.3)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.3.6	Failure to Report a Dual or Variable Rate Commission (Sec. 7.22)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
3.3.7	Refusal to Report Accurate Information or to Correct Inaccurate Information (Sec. 8.3)	\$250 – 1 st violation \$750 – 2 nd violation 3 rd violation – Refer to Association
4 <u>Remarks</u>		
4.1 Misuse of Public Remarks – Publishing: (Sec. 12.5.1)		
<ul style="list-style-type: none"> ➤ Telephone Numbers ➤ Names, Including Company Names ➤ Email Addresses ➤ Websites ➤ Virtual Tours ➤ Calling Instructions <hr/> <ul style="list-style-type: none"> ➤ Security Codes ➤ Lockbox Codes ➤ Vacancy of Property (except at close of escrow) ➤ Title or Escrow Instructions 		<p>\$100 – 1st violation \$200 – 2nd violation \$400 – 3rd violation</p> <hr/> <p>\$200 – 1st violation \$400 – 2nd violation \$800 – 3rd violation</p>
4.2 Misuse of Confidential Remarks (Sec. 12.5.2)		
4.2.1	Publishing Security Codes Without Seller’s Written Permission (Sec. 12.5.2 b)	\$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
4.2.2	Failure to Include “For Comps Only” in First Line of Confidential Remarks of Listings Entered For That Purpose (Sec. 10.2, 12.5.2 a)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
4.2.3	Publishing Reference to Licensed Non-Subscribers Except in the Case of Reciprocal Listings (12.5.2 d)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
5 <u>Miscellaneous</u>		
5.1 Showings and Access		
5.1.1	Listing Not Ready for Showing Within 3 Business Days After Submission of Listing (Sec. 9.1.1)	\$100 – 1 st violation \$200 – 2 nd violation \$400 – 3 rd violation
5.1.2	Violations of Lockbox and Key regulations (Sec. 13)	\$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation

	Penalty
5.2 Violation of IDX rules (Sec. 12.16)	Subject to suspension of Datafeed and \$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
5.3 Violation of VOW rules (Sec. 12.20)	Subject to suspension of Datafeed and \$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
5.4 Advertising of Listing Filed with the MLS (Outside scope of IDX) (Sec. 12.8)	\$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
5.5 Failure to Provide Adequate Informational Notice on Print or Non-Print Forms of Advertising or Other Forms of Public Representations (Sec. 12.9, 12.19)	\$200 – 1 st violation \$400 – 2 nd violation \$800 – 3 rd violation
5.6 Non-Completion of Any Required Orientation Program within 60 Days (Sec. 4.1.1f, 4.1.2e, 4.2.1e, 4.2.2e)	\$50 – 1 st violation \$100 – 2 nd violation \$200 – 3 rd violation
5.7 Failure to Pay Any MLS Fees (Sec. 17.1)	Subject to suspension of MLS service

Rules Enforcement

- Staff issues a citation for a specified MLS Rules violation, per incident.
- Uncured violations will result in an escalating fine, doubling until the NAR limit is reached. Such amounts are cumulative, with each escalation adding to the total amount due.
- The Participant/Subscriber has 30 days to pay the fine or file a challenge.
- If the fine is not paid within the 30-day period, staff will issue a 72-hour notice informing the Participant/ Subscriber that MLS service will be suspended if payment is not received within 72 hours. Nonpayment within those 72 hours will result in suspension of MLS service.
- For each 3rd violation a \$200 administrative fee will be charged.
- If the Participant/Subscriber wishes to challenge a citation, he/she may request a Professional Standards hearing.
- If a hearing panel finds that there was a violation of the MLS Rules, in addition to any fines or disciplinary action, a \$250 administrative fee will be charged.
- Violations will be assessed over a two-year calendar cycle.
- Fines may not exceed the NAR limit for a single incident.
- Ethics violations will be referred to the appropriate Association.

Appendix B – Authorized Providers

Central Valley Association of REALTORS®

Monterey Association of REALTORS®

San Benito Association of REALTORS®

San Mateo Association of REALTORS®

Santa Clara Association of REALTORS®

Santa Cruz Association of REALTORS®

Silicon Valley Association of REALTORS®

Watsonville Association of REALTORS®