

## **RULES AND REGULATIONS OF THE MLS OF NEMSBD**

Revised 2004, 2011, 2014, 07/2016, 05/2017, 06/2018, 06/2020, 01/2022, 06/24, 09/25

### **PREAMBLE**

The rules and regulations of the Northeast MS Board of REALTORS® Multi-List Service, hereinafter referred to as the Service, are based on the model rules and regulations as provided by the National Association of REALTORS®. Every member who voluntarily joins the Service understands that he or she must be a responsible and ethical real estate practitioner and cooperative competitor while protecting the overall best interests of the Service.

### **I. LISTING PROCEDURES**

#### **Section 1 LISTING PROCEDURES:**

All listings of real property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the Board, and accepted by **Service participants shall be submitted to the Service within (3) three business days after all necessary signatures of seller(s) have been obtained.**

- (a) Single family homes for sale or exchange
- (b) Vacant lots and acreage for sale or exchange
- (c) Multi-Family residential building for sale or exchange
- (d) Commercial Property for sale or exchange

*A seller has the right to opt-out of MLS syndication. An opt-out exclusion form must be completed, signed by the seller and returned to the Service within the same period (3 business days). These listings are not entered into the MLS and upon inquiry by a participant or the public, the Service can only respond that the seller has decided not to utilize the Service for the listing.*

NOTE 1: The Service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form as approved by the Service may be required. However, the Service, through its legal counsel:

\*may reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the participants

\*assure that no listing form filed with the multiple listing establishes, directly or indirectly, and any contractual relationship between the multiple listing service and the client (buyer or seller)

The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make

it possible for the listing broker to cooperate with other participants of the Service acting as subagents, buyer agents or both.

The listing agreement must include the seller's written authorization to submit the agreement to the Service.

Different types of listing agreements are:

- Exclusive right to sell
- Exclusive agency
- Open
- Net

The Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. *(Amended)*

The exclusive right to sell listing is the form of listing where the seller authorizes the listing broker to cooperate with other brokers in the sale of the property. *(Amended)*.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property on blanket unilateral bases but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

### **Section 1.01 CLEAR COOPERATION:**

**Section 1.01 Clear Cooperation. Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the public. *(Adopted 11/19)***

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

### **Section 1.1 TYPES OF PROPERTIES:**

The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with Service at the participant's option provided, however, that any listing submitted is entered into within the scope of participant's licensure as a real estate broker.

1. Residential
2. Residential Income
3. Subdivided Vacant Lot
4. Land and Ranch
5. Industrial
6. Motel-Hotel
7. Mobile Homes
8. Mobile Home Parks
9. Commercial Rental
10. Condominiums

#### **Section 1.1.1 LISTINGS SUBJECT TO MLS RULES & REGULATIONS:**

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

#### **Section 1.1.2 DETAILS ON LISTINGS FILED WITH THE SERVICE:**

A listing agreement or property data form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail as specified on the property data form.

Northeast MS Board of REALTORS® Multi-List Service has the right to request a copy of the listing agreement and/or property data form at any time. In the event the Service requests this information, it must be submitted immediately or within twenty-four hours of notification to the Participant.

#### **Section 1.1.3 SOLICITATION OF LISTINGS FILED WITH MLS**

Participants shall not solicit a listing on property filed with MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

Note: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with MLS by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

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

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

#### **Section 1.2.0 ACCURACY OF LISTING DATA**

Participants and Subscribers are required to submit accurate listing data and required to correct any known errors. Northeast MS Board of REALTORS® Multi-List Service reserves the right to remove any listing or listing content that fails to comply with MLS Rules and Regulations.

#### **Section 1.2.1 LIMITED SERVICE LISTINGS:**

Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a. Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- 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
- e. Participate on the seller's behalf in negotiations leading to the sale of the listed property

Limited Service may be placed in private REALTOR Remarks so potential cooperating brokers will be aware of the extent of the service the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

#### **Section 1.3 EXEMPT LISTINGS:**

If the seller refuses to permit the listing to be disseminated by the Service, the participant may then take the listing ("office exclusive") and ("exclusive agency") and such listing shall be filed with the Service within (3) three business days but not disseminated to the

participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the Service. (Amended 10/04)

NOTE: MLS Participants must complete, list and distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation (2020)

**Section 1.4 CHANGE OF STATUS PRICE INCREASES & DECREASES:**

Any change in the listed price or any other status change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within (3) three business days after the authorized change is received by the listing broker. Upon sale of the property, a listing must be closed in the system within 72 hours of closing. *(Amended 10/16)*

**Section 1.5 WITHDRAWAL/CANCELLATION OF LISTING PRIOR TO EXPIRATION:**

A property may be placed in “Withdrawn” status during the term of the listing agreement while a temporary circumstance occurs resulting in the seller not wanting the property shown. All terms of the listing agreement are still intact; however, the listing has been removed from “Active” MLS status. When the temporary circumstance ends, the listing broker may put the property “Back on the Market” in accordance with the terms of the listing agreement.

Sellers do not have the unilateral right to require a participant to withdraw a listing without the listing broker’s concurrence. Withdrawal of a listing from the Service with the seller’s consent after the seller has accepted a purchase offer does not relieve the listing broker of the obligation to report the sale and sales price to the Service.

A listing should be placed in the “Cancelled” status upon the termination of the listing agreement between the broker and the seller prior to the expiration date. The Service may cancel a listing at the request of the seller when a seller can document that his exclusive relation with the listing broker has been terminated. If a broker chooses not to cancel a listing agreement at the request of a seller prior to the expiration date, the listing broker may use the “Withdrawn” status until the listing agreement expires. Cancellation of a listing agreement after the seller has accepted a purchase offer does not relieve the listing broker of the obligation to report the sale and sales price to the Service.

**Section 1.6 CONTINGENCIES APPLICABLE TO LISTINGS:**

Any contingency or conditions of any term in a listing shall be specified and notified to the Participants.

Definition of contingent: A contract for the purchase has been executed between a seller and buyer but is contingent on the upon one or more stipulations such as: first right of refusal or items remaining negotiable including but not limited to property inspections or repairs. Contingent listings are included in those syndicated to public web sites.

**Section 1.7 LISTING PRICE SPECIFIED:**

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. *(Amended 11/92)*

**Section 1.8 LISTING MULTIPLE UNIT PROPERTIES:**

All properties which are to be sold, or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service.

**Section 1.9 NO CONTROL OF COMMISSION RATE OR FEES CHARGED BY PARTICIPANTS:** The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and Non-Participants.

**Section 1.10 EXPIRATION OF LISTINGS:**

Listings filed with the Multiple Listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after listing has been removed from the compilation of current listings, the extension or renewal may be re-entered as a new listing in the system if directed by the seller and indicated with a new listing agreement.

**Section 1.11 TERMINATION DATE ON LISTINGS:**

Listings filed with the service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

**Section 1.12 PHOTOS:**

At the time of entering the listing, before a listing is approved for display on the MLS, the following photos requirements must be met:

**Residential Listings- Each “Residential” listing must have 6 photos. *This is a minimum requirement. More photos can be included.* This rule also applies to Residential Foreclosures. The 6 mandatory photos must include a minimum:**

1. -Front photo of the home (*still mandatory as the main photo*)
2. -Back photo of the home
3. -Living Area photo
4. -Kitchen photo
5. -Bedroom
6. -Bathroom

**Exceptions to the 6 Photo rule:**

- Residential New Construction (*one photo/drawing of front required*)
- Comp Listings (*one photo of front required*)
- Occupied For Sale Rental properties (*one photo of front required*).
- Multi-Family Listings (*one photo of front required*)
- Lots and Land Listings (*main photo must be an aerial photo or plat with marked property boundaries*)
- Commercial Sale & Commercial Lease Listings (*one photo of the exterior, front of building required*)

**The cloning or reusing of photos in the MLS for any type of marketing purpose is prohibited unless cloned within the same company in which the listing agent who created the photos is associated, and/or with the express permission from the listing agent and broker.**

**Photos or maps on the MLS cannot include realty company signage or any company/agent branding information. The main photo on residential, multi-family and commercial properties must show the front exterior of the property through a photo or drawing.**

**The main photo on a lots/land listing must show an aerial, marked view of the property through a photo, map or drawing. (Adopted 02/23)**

**Section 1.13 JURISDICTION:**

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Amended 11/17)

**Section 1.14 LISTINGS OF SUSPENDED AND/OR EXPELLED PARTICIPANTS:**

When a participant of the Service is suspended and/or expelled from the MLS for failure to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except to pay appropriate dues, fees, or charges), all MLS listings of the suspended participant shall, at the suspended and/or expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension and/or expulsion became effective.

If a Participant has been suspended and/or expelled from the Board or MLS Service (or both) for failure to pay appropriate dues, fees or charges, an MLS is not obligated to provide MLS services, including continued inclusion of the suspended and/or expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of suspended and/or expelled Participant's listings from the Service, the suspended and/or expelled Participant should be advised in writing of the intended removal so that the suspended and/or expelled Participant may advise his clients.  
(Amended 10/04)

### **Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS:**

When a Participant resigns from the MLS, the Service is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

## **II. Selling Procedures**

### **Section 2 SHOWINGS AND NEGOTIATIONS:**

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the Multiple Listing 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, or
- (b) After reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker at his option may preclude such direct negotiations by cooperating brokers.
- (c) Business cards but no other information of the showing agent, may be left at the property.

### **Section 2.1 PRESENTATION OF OFFERS:**

The listing broker must make arrangements to present the offer as soon as possible or give the cooperative broker a satisfactory reason for not doing so.

### **Section 2.2 SUBMISSION OF WRITTEN OFFERS:**

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the existing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter offers until acceptance and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 12/05)*

### **Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:**

The cooperating broker or his representative has the right to participate in the presentation, to the seller or lessor, of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor or the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker is not present when an offer has been made, the cooperating broker has the right to a copy of the seller's written instruction. None of

the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

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

#### **Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF**

**COUNTER-OFFER:** The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker is not present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 11/93)*

#### **Section 2.5 REPORTING SALES TO THE SERVICE:**

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2 (a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by the property owners or their representative in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants. In any instance where a governmental body or third party entity makes sale price information provided by the MLS available to other than as provided in this provision, a listing Participant may request the sale price information for that specific property be withheld from dissemination for the purposes with written authorization from the seller and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

**Note 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants.

Residential Comp Data Entry may be listed if the cooperating Participant has obtained the necessary written consent from both the Seller and Buyer. These Comp Data Entry properties are residential properties that were sold outside of the MLS system where either the Seller or Buyer, or both, were represented by a Participant in the transaction.

In scenarios where both the Seller's and Buyer's Brokers are Participants of Service, it is the responsibility of the Seller's Broker to submit the property and sales data, adhering to the Rules and Regulations of the Service. However, in cases where only one of the Brokers is a Participant, that Broker is authorized to enter the relevant data into the MLS.

**Note 2:** In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

In states where the actual sale prices of completed transactions are not publicly accessible (Mississippi), failure to report sale prices can result in disciplinary action only if the MLS:

1. categorizes sale price information as confidential and
2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below:

#### **Section 2.6 ADVERTISING OF LISTINGS FILED WITH THE SERVICE**

A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

#### **Section 2.7 REPORTING CANCELLATION OF A PENDING SALE**

The listing broker shall immediately report/change the cancellation of any pending sale to the Service, and the listing shall be reinstated immediately.

#### **Section 2.8 DISCLOSING THE EXISTENCE OF OFFERS:**

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Adopted 11/05)

#### **Section 2.9 AVAILABILITY OF LISTED PROPERTY:**

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

#### **Section 2.10 REPORTING CONSUMMATION OF SALE:**

On consummation of any sale of property through the MLS, a sales report must be filed with the MLS within three (3) business days of the closing of the transaction.

A sales report includes date closed, type of loan, price, seller concessions, and co-broker, if applicable.

### **III. Refusal to Sell**

#### **Section 3 REFUSAL TO SELL:**

If the seller of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact must be transmitted immediately to the Service and to all Participants.

### **IV. Prohibitions**

#### **Section 4 INFORMATION FOR PARTICIPANTS ONLY:**

Any listing filed with the Service shall not be made available to any broker or firm who is not a Member of the MLS without the prior consent of the listing broker.

##### **Section 4.1 "FOR SALE" SIGNS:**

Only the "For Sale" sign of the listing broker may be placed on a property.

##### **Section 4.2 "SOLD" SIGNS:**

Prior to closing, only the "SOLD" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

**Section 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE:** Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTOR® Code of Ethics, its Standards of Practice and its Case interpretations.

Note 1: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon expiration.

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

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

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

#### **Section 4.4 INFORMATION UNDER “REMARKS” FOR PUBLIC VIEW**

Listings filed with service shall not contain any names, contact information, websites, email addresses, or internet links for the owner, listing agent, listing broker, or any vendor or 3<sup>rd</sup> party within the field provided for public view.

#### **Section 4.5 SERVICES ADVERTISED AS FREE**

MLS Participants and subscribers must not represent their brokerage services to a client or customer as free or available at no cost, unless the Participant receives no financial compensation from any source for their services.

#### **Section 4.6 MISUSE OF PUBLIC REMARKS AND MEDIA**

**Information in the public remarks shall only relate to the description and condition of the property. No contact information is permitted in public remarks or in media, including names, phone or fax numbers, email, or website addresses. No information directed toward real estate agents or brokers, including compensation or bonuses offered, may be shown in public remarks. Participants and Subscribers may not use any remarks or other media fields to convey information that does not directly relate to the marketing of the listing. (Adopted 02/23)**

Photographs and other media may not contain any branded information related to the listing firm or agent. This includes, but is not limited to, company signs, phone numbers, email addresses, or websites. In addition, photographs or other media may not contain people, logos, or offensive material of any nature.

#### **Section 4.7 NO FILTERING OF LISTINGS**

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. **M**

### **V. DISCLOSURES**

#### **Section 5 NO COMPENSATION SPECIFIED ON MLS LISTINGS:**

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

The Service shall make no rule on the division of commissions between participants and nonparticipants. This should remain solely the responsibility of the listing broker.

Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale.

### **Section 5.0.0 REQUIRED CONSUMER DISCLOSURE**

**Disclosures of Compensation:** MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

### **Section 5.0.1 DISLOSING POTENTIAL SHORT SALES**

**Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 8/24)**

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### **Section 5.0.2 WRITTEN BUYER AGREEMENT**

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- A. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
- B. the amount of compensation in a manner that is objectively ascertainable and not open-ended.

C. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and

D. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. *(Adopted 8/24)* **M**

**Section 5.1 PARTICIPANT AS A PRINCIPAL**

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service Participants. Such notice as Owner/Agent shall be entered in the listing public remarks.

**VI. Service Charges****Section 6 SERVICE FEES AND CHARGES:**

The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

**Initial Participation Fee:**

A new company and a new applicant requesting participation in the Service shall pay an initial set-up fee with such fee to accompany the application. The amount of such fee may be changed by the MLS Committee and shall approximate the cost of establishing service to the new Participant and the Participant's office.

**Participant Responsibility:**

Participant Brokers must notify the Service within 72 hours upon adding or removing a Subscriber from their list of licensees. It is the responsibility of the Participant to accurately report their firm roster to the Service for accurate fee calculation and to avoid allowing MLS services and access to unlicensed individuals and to avoid a possible fine. *(Amended 06/23)*

**Notification of the newly licensed Subscriber:**

The Participant is responsible for submission of a completed application and a copy of the newly licensee's active wall license. Fees will be calculated based on the MREC license issuance date. If a new Subscriber has not paid all fees within 30 days, the Participant Broker is responsible for all fees and assessments, and subject to Section 7.1 of these Rules and Regulations. *(Amended 06/23)*

**Notification of adding or removing a Subscriber**

The Participant is responsible for notifying the Service about a license transfer, return of a license to MREC or inactivation of license by MREC *(Amended 06/23)*

**Recurring Service Fees:**

Annual service fees of each Subscriber/Participant, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor, shall pay service fees in an amount established and reviewed annually by the MLS Committee. Though recurring fees may be collected through the

Subscriber, the ultimate responsibility for delinquent dues, fees and charges is that of the Participant. (See Section 7.1)

MLSs must provide Participants the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.

Affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as "subscribers" may, at their discretion, charge recurring fees. These subscribers are subject to the Rules and Regulations of the MLS and the limitations and restrictions of state law.

If the Subscriber is denied access for failure to pay and reactivates at any future date, the Subscriber must pay all outstanding fees and penalties before reactivation.

MLS service fees are due within 30 days of the invoice date. Dues/assessments begin the date the Mississippi license is issued to the Participant. The Designated REALTOR is required to notify the service of any new licensees immediately through the completion of an application and the receipt of a copy of the licensee's wall license. Designated REALTORS® must notify the service of all licensee changes, including, but not limited to, additions, drops, transfers, and address changes.

## **VII. Compliance of Rules**

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at an orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. probation for a stated period not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year

- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. *(Revised 11/14)*

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

### **Section 7.1 NONCOMPLIANCE WITH RULES:**

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

- (a) For failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days notice has been given, the service shall be suspended until service charges or fees are paid in full.
- (b) For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

Note 1: Generally, a warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of MLS. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of MLS. If the MLS Committee desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

Note 2: MLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. *(Amended 6/24)*

### **Section 7.2 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS:**

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof, provided the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further failure of any user or subscriber to

abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant.

## **VIII. Meetings**

**Section 8 Meetings:** The meetings of the Board of the Multiple Listing Service for the transaction of business of the Service shall be held in accordance with the provisions of the Bylaws of the Service.

## **IX. Enforcement of Rules or Disputes**

### **Section 9 CONSIDERATION OF ALLEGED VIOLATIONS.**

The Directors of the Service shall consider all written complaints from Participants having to do with violations of the Rules and Regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Directors of the Service.

*(Amended 05/18)*

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complainant is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. *(Amended 11/20)*

### **Section 9.1 VIOLATIONS OF RULES AND REGULATIONS:**

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service Board, and if a violation is determined, the Board may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board of REALTORS® in accordance with the Bylaws and Rules and Regulations of the Board of REALTORS® within twenty (20) days following receipt of the Board's decision.

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

**Section 9.2 COMPLAINTS OF UNETHICAL CONDUCT:**

All other complaints of unethical conduct shall be referred by the Board to the Association Executive of the NE MS Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board's Bylaws.

**X. Confidentiality of MLS Information**

**Section 10 CONFIDENTIALITY OF MLS INFORMATION:**

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

This section does not preclude the Participants and licensees affiliated with Participants from sharing MLS information with prospective buyers or sellers as delineated in Section 12.2.

**Section 10.1 MLS IS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:**

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

**XI. Ownership of MLS Compilations and Copyrights**

**Section 11 SUBMITTING PROPERTY LISTING DATA:**

By the act of submission of any property listing content to the MLS the Participant represents that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing in its copyrighted MLS compilation and also in any statistical report on comparable listings. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. *(Amended 05/18)*

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. *(Adopted 05/18)*

\*The term *MLS compilation*, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

*Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.*

*One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as \$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.*

*To qualify for this safe harbor, the OSP must:*

- 1. Designate its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.*
- 2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.*
- 3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.*
- 4. Have no actual knowledge of any complaints of infringing activity.*
- 5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.*
- 6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP can control such activity.*

*Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512. (Adopted 11/15)*

### **Section 11.1 INFORMATION REMAINS VESTED:**

All right, title, and interest in each copy of every Multiple Listing Compilation created and copyrighted by the MLS of Northeast MS Board of REALTORS®, and in the copyrights therein, shall at all times remain vested in the MLS of Northeast Mississippi Board of REALTORS®, Inc.

### **Section 11.2 LEASE COMPILATION:**

Each Participant shall be entitled to lease from the MLS of Northeast Mississippi Board of REALTORS®, Inc. copies of each MLS Compilation sufficient to provide the

Participant and each person affiliated as a licensee (including licensed or Certified Appraisers) with such Participant with one copy of such Compilation. The Participant shall pay the rental fee set by the service for each such copy.

Participants shall acquire by such lease only the right to use MLS compilations in accordance with these Rules.

By the act of submitting any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

## **XII. Use of Copyrighted MLS Compilation**

**Section 12 DISTRIBUTION**: Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Multiple Listing Service, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses prohibited. Further, none of the foregoing is intended to convey Participation or Membership or any right of access to information developed or published by the Multiple Listing Service where access to such information is prohibited by law.

**Section 12.1 DISPLAY**: Participants and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready willing, and able buyers for the properties described in said MLS compilation.

**Section 12.2 REPRODUCTION**: Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable\* number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated licensees, be interested.

\*It is intended that the Participant be permitted to provide purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in

purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproduction made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

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

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

### **XIII. Use of MLS Information**

**Section 13 LIMITATION ON USE OF MLS INFORMATION**: Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the Multiple Listing Service may be used by MLS Participants as

the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation, information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

Any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

*Based on information from the MLS of the NEMS Board of REALTORS® for the period (date) through (date).*

#### **XIV. Changes in Rules and Regulations**

**Section 14 CHANGES IN RULES AND REGULATIONS:** Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Multiple Listing Service Directors, subject to final approval by the Board of Directors of the NEMS Board of REALTORS®.

**Section 14.1** Changes in fees and charges may be made by a majority vote of the MLS Directors, subject to approval of the Board of Directors of the NEMS Board of REALTORS®.

#### **XVIII Internet Data Exchange (IDX)**

**Section 18 IDX DEFINED:** IDX affords MLS Participants the ability to authorize electronic display of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing.  
*(Amended 05/17)*

**Section 18.1 AUTHORIZATION:** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download frame or display the aggregated MLS data of other participants.

Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. *(Amended 05/17)*

**Section 18.2 PARTICIPATION:** Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to the display of their listings by other Participants.

**Section 18.2.1** Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

**Section 18.2.2** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines.

**Section 18.2.3** Listings including property addresses can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution *(Amended 05/17)*.

**Section 15.2.4** Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location "uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. *(Amended 05/17)*

**Section 18.2.5** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours.

**Section 18.2.6** Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

**Section 18.2.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

**Section 18.2.8** Any IDX display controlled by a participant or subscriber that

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

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

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 15.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

**Section 18.2.9** Participants shall maintain a means (e.g. e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith, opinion, advice, or professional judgment.

**Section 18.2.10** An MLS Participant may co-mingle the listings of other Brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*

**Section 18.2.11** Participants shall not modify or manipulate information relating to other participant's listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity of such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

**Section 18.2.12** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

\* Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered.

*(Amended 05/17)*

**Section 18.3** Display of listing information pursuant to IDX is subject to the following rules:

**Section 18.3.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g. cooperative compensation offers showing instructions, property security information, etc) may not be displayed. *(Amended 05/12)*

**Section 18.3.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)*

**Section 18.3.2** Deleted May 2015

**Section 18.3.3** Deleted May 2017: moved to 15.2.12 May 2017

**Section 18.3.4** All listings displayed pursuant to IDX shall identify the listing agent. *(Amended 05/17)*

**Section 18.3.5** Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation.

**Section 18.3.6** Deleted November 2006

**Section 18.3.7** All listings displayed pursuant to IDX shall show the MLS as the source of the information.\*

\*Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc.) of two hundred (200) characters or less are exempt from this requirement but only when linked to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

*(Amended 05/17)*

**Section 18.3.8** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, noncommercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.\*

\*Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc.) of two hundred (200) characters or less are exempt from this requirement but only when linked to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.

*(Amended 05/12)*

**Section 18.3.9** The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. *(Amended 11/17)*

**Section 18.3.10** The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in the MLS.

#### **Section 18.3.11** Deleted

**Section 18.3.12** Display of expired, withdrawn and sold listings is prohibited.

*(Amended 11/15)*

**Section 18.3.13** Display of seller’s and/or occupant’s name(s), phone number(s), and e-mail address(es) is prohibited.

**Section 18.4 Service Fees and Charges.** Service fees and charges for participation in IDX shall be as established annually by the MLS Directors with approval by the Board of Directors.

### **XIX. Virtual Office Website (VOWs) Rules for MLSs**

#### **Section 19.1 VOW Defined**

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

**(b)** As used in Section 16 of these rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether

operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

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

**(d)** As used in Section 16 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.

## **Section 19.2**

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

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

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

## **Section 19.3**

**1.** 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:

**(a):** 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.

**(b):** 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.

**(c):** The Participant must require each Registrant to have a username 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 username and password or may allow the Registrant to establish its username and password. The Participant must also ensure that any email address is associated with only one username and password.

**2.** The Participant must ensure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must always maintain a record of the name, email address, username, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

**3.** 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, username, 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.

**4.** 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:

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

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

**(c.)** 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;

**(d.)** 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;

**(e.)** That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

**5.** 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.

**6.** The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS

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

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

**Section 19.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

**Section 19.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

#### **Seller Opt-Out Form**

1. Please check 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 searches.

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initials of seller

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

**Section 19.7 (a):** Subject to subsection (b)., below, a Participant's VOW may allow third parties:

- (i.)** to write comments or reviews about listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- (ii.)** display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

**(b)** Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing, and to Section 16.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

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

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

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

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

**Section 19.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property.

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

**Section 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.

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

- a. Expired and withdrawn listings.
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address(es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- f. Sold information

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

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

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

**Section 19.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 50% current listings.

Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than 500 listings or fifty percent (50%) of the listings in the MLS, whichever is less. *(Amended 11/17)*

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

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

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

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

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

**Section 19.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 72 hours.