

STATE –WIDE MULTIPLE LISTING SERVICE, INC. RULES AND REGULATIONS

MISSION STATEMENT: The mission of the State-Wide Multiple Listing Service Organization is to serve as the prime provider of real estate information through a cooperative communication network among its participants.

PREAMBLE: As a wholly-owned subsidiary of the Rhode Island Association of REALTORS, the State-Wide MLS has been formed to promote, establish, foster, develop, and preserve the highest standards of the real estate profession in the state of Rhode Island. These Rules and Regulations have been adopted to govern the operation of the State-Wide Multiple Listing Service, Inc. (the “MLS”).

SECTION 1: DEFINITIONS

Section 1.1 MULTIPLE LISTING SERVICE DEFINED:

“Multiple Listing Service” is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as designated buyer, transaction facilitators, transaction coordinators, or in other capacities defined by Rhode Island law), by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analysis, and other valuations of real property for bona fide 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 so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker’s performance as a procuring cause of the sale or lease.

Section 1.2 OTHER TERMS DEFINED:

As used in these Rules and Regulations, the following terms shall have the meanings given to them in this Section 1.2:

“Auction” - a sale of property at which prospective buyers bid against one another, and the property conveyed to the bidder offering the highest price.

“Coming Soon Status” – A listing contract has been signed and in effect; and with Seller authorization, the property will remain in this off-market status in the MLS system until the expected active date. The property is not being shown for reasons that include, but are not limited to, renovations, repairs, cleaning, staging, photography or video production. *2017*

“Concession/Net Sale” – a change to selling price, the amount of which is not ascertainable at the time of listing the property due to otherwise negotiated items which reduce or increase the proceeds of the sale to the seller, including, but not limited to the seller’s cost of repairing an unforeseen deficiency in the property, a credit to the buyer for an unforeseen deficiency in the property, payment of the buyer’s closing costs by the seller, and design or construction upgrades which are selected by a buyer for a new home.

“Deferred Showing” – A new active listing that, at the Seller’s request, cannot be shown until a specific date, for up to but not more than seven (7) calendar days from the listing date. *2017*

“Exclusive Right of Brokerage Agreement” shall mean a form of listing submitted to the Service which authorizes the listing broker, as exclusive broker, to offer compensation to other brokers on a blanket, unilateral basis, but also reserves to the seller the general right to sell their property on an unlimited or restrictive basis. The standard exclusive right to sell agreement cannot be used. This is noticed to other participants by indicating Exclusive Right of Brokerage Agreement on the data form under the field “Listing Agreement”.

“Exclusive Right of Brokerage to Rent Agreement” shall mean a form of rental listing submitted to the MLS which authorizes the listing broker, as exclusive broker, to offer compensation to other brokers on a blanket, unilateral basis, but also reserves to the owner the general right to rent their property on an unlimited or restrictive basis. The standard exclusive right to rent agreement cannot be used. This is noticed to other participants by indicating Exclusive Right of Brokerage to Rent Agreement on the data form under the field “Listing Agreement”.

“Exclusive Right to Sell Agreement” shall mean the form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

“Exclusive Right to Rent Agreement” shall mean the form of listing for rental properties submitted to the MLS in that the owner authorizes the listing broker to cooperate with and to compensate other brokers.

“Internet Data Exchange” or “IDX” shall mean a method which affords MLS participants the ability to authorize limited electronic display of their listings by other participants.

“Internet Data Exchange Database” or “IDX Database” shall mean the current aggregate compilation of all exclusive right to sell, exclusive right to rent, and exclusive right of brokerage listings except those listings where the property seller has opted out of Internet publication by so indicating on the listing agreement.

“Jurisdiction” shall mean the state of Rhode Island.

“Limited Service Listing” shall mean a form of listing submitted to the MLS under which the listing broker will provide at least one but not all of the following services: (a) present offers to purchase directly to the seller; (b) advise the seller as to the merits of the offer; (c) the seller in developing, communicating or presenting counteroffers; or (d) participate on the seller’s behalf in negotiations leading to the sale of the listing property.

“MLS Entry-Only Listing” shall mean a form of listing submitted to the MLS under which the listing broker will provide none of the following services: (a) present offers to purchase directly to the seller; (b) advise the seller as to the merits of the offer; (c) assist the seller in developing, communicating or presenting counteroffers; and (d) participate on the seller’s behalf in negotiations leading to the sale/rent of the listing property. For rental property, (e) collect deposits; or (f) conduct showings.

“MLS” or “Service” shall mean the Statewide Multiple Listing Service, Inc. as defined in Section 1.1, from which a Participant receives its participatory rights.

“MLS Compilation” shall mean 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, photographs, card file, or any other format, for which MLS is deemed to hold copyright protection.

“Participant” shall mean a REALTOR of an MLS member office, irrespective of where he holds primary membership who is a principal, designated broker, partner, corporate officer or branch manager of a real

estate brokerage firm and holds a current, active, valid real estate broker's license or current, active, valid appraiser's license or certification and further defined in Article IV, 1a Participation of the MLS Bylaws. Whether or not specified, all references in these rules and regulations to terms such as "Listing Broker", "Designated REALTOR", "Principal Broker", or "Cooperating Broker" shall be deemed to refer to the Participant whose office performs such function.

"Report" shall refer to the act of inputting the listing, changes, or other appropriate information into the MLS system or the mailing (verified by the postmark date), faxing or emailing of the listing to the MLS office.

"Sanction" shall refer to service charges, late fees, fines, suspension, expulsion, and such other punishments which may be imposed by the MLS Board of Directors.

"Short Sale" as used in these rules, 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.

"Subscriber" shall include non-principals affiliated with Participants who hold a current, active, valid real estate broker's license, a current, active, valid salesperson's license, or a current, active, valid appraiser's license or certification.

"User" shall mean an employee of a Participant who is not licensed as a real estate broker, salesperson, or appraiser but has access to the data, including, but not limited to a secretary, office manager, or unlicensed personal assistant.

SECTION 2: MLS AUTHORITY AND AMENDMENTS

Section 2.1 Board Authority:

The MLS Board of Directors has the following authority:

- a. To issue policy interpretations
- b. To adopt rules and regulations for the MLS and amendments to the same
- c. To interpret rules and regulations in the event of a dispute
- d. To establish service charges, including late fees
- e. To establish fines, fees, charges, and sanctions for violation of these rules and regulations
- f. To enforce these rules and regulations

SECTION 3: PARTICIPANT'S ELIBIGILITY AND RIGHTS

Section 3.1 Participant's and Subscriber's Duties:

Participant understands and agrees that use of information developed by or published by Service is strictly limited to the activities authorized under a Participant's license(s) and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation of any right of access to information developed by or published by the MLS where access to such information is prohibited by law.

- a. Participant's Duties: A Participant must comply with the following requirements and terms of participation:
 1. Complete and deliver the MLS application forms with initial membership fee to the MLS
 2. Attend an orientation/training program and other educational programs which the board of directors may require within 30 days of activation in MLS;
 3. Provide a business address, telephone number, email address, copy of current real estate broker or appraisal license, and tax identification number (or last 4 digits of social security number) to the MLS before service commences and notify the MLS of any changes to this information as soon as practicable;
 4. Provide, verify and maintain a current list of the names, real estate license numbers, business address, home address, and email address(es), if they exist, of any and all individuals who are affiliated with Participant and hold an active, valid, and current license as a real estate salesperson, broker, or appraiser.
 5. Abide by the MLS Rules and Regulations.
 6. Agree to arbitrate disputes with other Participants;
 7. Pay MLS dues, fees, fines, charges, and penalties in a timely manner.

- b. Subscribers Duties: A Subscriber must comply with the following requirements and terms of participation:
 1. Abide by the MLS Rules and Regulations.
 2. Maintain a current, valid real estate or appraisal license.

Section 3.2 Payment of Account:

The MLS may assess period service charges. Participants shall pay their accounts promptly when billed or the MLS may assess late fees and/or discontinue service, provided at least 10 days written notice has been given before suspension. If the MLS discontinues service for late payment, the MLS may assess a reinstatement charge and late fees, in addition to requiring the Participant pay the past due account in full before reinstating service.

Section 3.3 Resignation:

Any Participant may resign from active participation by submitting a written letter of resignation giving thirty days' notice to the MLS. A Participant who resigns shall not be entitled to any refund of initial membership fee or any dues or charges. If the Participant requests to be reinstated, the MLS may charge a reinstatement fee and require that the Participant attend an MLS orientation/training program and other educational programs which the board of directors may require within 30 days of reinstatement.

Section 3.4 Transfer:

Whenever the Participant disassociates himself from the firm from which participation in the Service is held, a new application including a transfer fee, from the REALTOR who is to become the Participant for that firm, must be completed within thirty (30) days of transfer of the date of disassociation or service shall be discontinued until the new Participant complies with this provision.

SECTION 4: LISTING PROCEDURES

Section 4.1 Listing Procedures:

A Report shall be made of listings of real property in conformity with one of the following categories, which are listed subject to a real estate broker's license and located within the jurisdiction of the MLS within the time specified in this section:

- a. Single family homes including mobile homes for sale or exchange
- b. Two-family, three-family or four-family residential buildings for sale or exchange
- c. Condominiums for sale or exchange
- d. Vacant, residential land for sale or exchange

The following listings of real property may be voluntarily submitted to the MLS: *Rev.2017*

- a. Residential rental listings – (Single Family, Multi-Family, Condo, Apartment/Complex for College, Residence, Seasonal)
- b. Residential properties of five (5) units or greater
- c. Mixed Use properties containing at least one (1) residential unit *Rev.2017*
- d. Any listing of any type described within this section, which is located outside the MLS' jurisdiction,
- e. REALTOR- owned property

The Service may require the use of a Property Data Form as approved by the MLS. A listing taken on an approved form immediately comes under the Rules and Regulations of the MLS upon signature of the seller(s); in the event property so listed is sold before filing with the MLS, the listing and pending sale must be reported within the required time allowed.

The MLS shall not dictate the form of the listing agreement between the Participant and the seller, however, the MLS, through its legal counsel:

- a. may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- b. assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

And,

- c. Shall include a section indicating whether the seller authorizes the listing broker to submit his listing to the MLS;
- d. Shall include a line indicating whether the seller authorizes his listing:
 - 1. To appear in electronic/internet displays
 - 2. To appear on Internet Data Exchange
 - 3. To display property address in electronic/internet displays
 - 4. To appear with a photo(s), unless requested otherwise and initialed by sellers. *Rev.2017*
 - 5. To allow a lockbox on the property
- e. Shall disclose the compensation being offered to a selling broker
- f. Shall meet the definition of an Exclusive Right to Sell Agreement, Exclusive Right to Rent Agreement, Exclusive Right of Brokerage Agreement, or Exclusive Right of Brokerage to Rent Agreement

- g. If the listing broker is representing the seller or landlord as a designated client representative, the listing agreement shall comply with the following requirements of Rhode Island law in addition to the provisions of Section 4.1.

The listing agreement shall:

1. Include terms of compensation;
 2. Describe all services and limitations on services to be performed by the principal broker and his or her affiliated licensees;
 3. State that a principal broker may appoint one or more affiliated licensees to act as the designated client representative(s) for a seller or landlord and one or more affiliated licensees act as the designated client representative(s) for a buyer or tenant in the same transaction after a licensee has obtained consent from the client being represented; and
 4. Signed by all parties
- h. Shall include a line regarding the authorization by the seller to the listing broker to disclose the existence of offers in response to inquiries from cooperating brokers and buyers as described in Section 5.16.
 - i. Limited Service listings shall be so noted on the listing agreement and by indicating “Y” in the Limited Service field.
 - j. Entry-Only listings shall be so noted on the listing agreement and by indicating “Y” in the “Entry-Only Listing” field.
 - k. Short Sale listings shall be so noted by indicating “Y” on the listing agreement and data form

***Note:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property.*

Section 4.2 Exempted/Non-MLS Listings:

If the seller refuses to permit the listing to be disseminated by the MLS, but still enters into a contract with the listing licensee for the sale of their property, the listing licensee shall file with the MLS a Non-MLS Exempt Form, signed by the sellers no later than twenty-four hours, excluding state and federal holidays, of the effective date of the listing agreement.

Non-MLS listings that have sold during the year may be reported to the MLS provided the Participant has written authorization of the buyer or seller to do so. The Participant shall include the following notation in the “remarks section” when reporting - “Non MLS Listing – entered for sold purposes only”.

For sale by owner properties that have sold with the assistance of a Participant may be reported to MLS by submitting an MLS Broker Assisted Sale Affidavit and MLS data form with the following notation included in the “remarks section”, “Broker Assisted Sale– entered for sold purposes only”.

Authorization of the buyer or seller to display information in MLS is required on the affidavit.

Section 4.3 Coming Soon Status: 2017

If the seller enters into a listing contract with Participant authorizing to have their property marketed but not shown for up to, but not more than thirty (30) days, listing shall be reported to MLS in the Coming Soon status no later than twenty-four hours, excluding state and federal holidays, of the effective date of the listing agreement. The seller(s) and listing broker shall execute a Coming Soon Submission Form, including the expected active date, and file with the MLS at the time the listing is reported to MLS.

- a. Listing will automatically update to “Active” status on the Expected Active Date
- b. Coming Soon status may not be extended or renewed
- c. Neither the listing firm, other real estate firms, nor any real estate licensee can show the property to prospective buyers or tenants or to any other real estate broker or salesperson until the Expected Active Date
- d. At least one photo is required when listing is reported, in accordance with Section 6.5 – Physical Depictions Submitted to MLS.
- e. Listing will not have internet or IDX options or included in any MLS data feeds while in Coming Soon Status
- f. Days on market will not accumulate while in Coming Soon Status

Section 4.4 Exclusions:

Listings with exempted, named prospects shall be clearly distinguished by an “R” in the compensation field.

Section 4.5 Submissions:

A Report of any listing taken in accordance with the above Sections shall be made to the MLS by the Participant, within twenty four hours, excluding state and federal holidays, following its effective date or the placement of a sign on the property; However, if Participant advertises a property, excluding the placement of a sign, the property must be reported either as an MLS listing or a non-MLS listing at the time the advertisement appears.

Section 4.6 Joint Listings:

In the event that a Participant jointly lists a property with another Participant, only one data form shall be processed through the MLS. The joint listing licensee field and showing licensee field may be used to display the additional listing licensee.

Section 4.7 Detail on Listings Filed with the MLS:

A listing agreement or Property Data Form when filed with the MLS by the listing broker shall be complete in every detail which is ascertainable as specified on the Property Data Form. Listing agreements, Property Data Forms, change forms, and any other forms used by the listing broker in conjunction with the MLS shall be retained by the Participant and be made available to the MLS upon request. Public remarks shall describe only the physical traits of the property for sale and its vicinity and shall comply with all applicable federal, state, and local laws and regulations, including, but not limited to, fair housing laws.

Section 4.8 Participant Responsible for Accuracy:

Each Participant is responsible for the accuracy of listing data. In case of error, the Participant shall immediately make the correction in the MLS or submit a change form to the MLS office so that the error can be corrected. A Participant, Subscriber or User shall not make changes to MLS listing data so that it is misleading to other Participants. The MLS will not verify such information and disclaims any responsibility for its accuracy, however, the MLS may correct the form of listing addresses to comply with applicable standards. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy, inadequacy or inaccessibility of the information such Participant, Subscriber or User provides.

Section 4.9 Non-Internet Listings:

If the seller refuses to permit the listing to be disseminated as part of the Electronic/Internet Display (i.e. various local and national sites including IDX- Internet Data Exchange) the Participant shall provide upon request, a copy of the listing agreement, which shall not be disseminated to other Participants.

Section 4.10 Temporarily Not Available for Showing, Withdrawal or Cancellation of Listing Prior to Expiration:

Listings of property which are temporarily not available for showing, withdrawn or cancelled from the MLS by the listing broker before the expiration date of the listing agreement shall be withdrawn, provided a Report is made to the MLS, including a copy of the agreement between the seller and the Participant of the listing firm which authorizes the withdrawal. If, at the seller's request, a property can only be shown on a limited basis (i.e. – certain times or days of the week), the times or dates must be noticed in the "Showing Instructions" field and the property may remain in the active status.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the Participant's concurrence. However, when a seller(s) or landlord can document that his exclusive relationship with the listing broker has been terminated or expired by providing documentation which has been signed by the listing firm's Participant, including, but not limited to, a listing agreement or release, the MLS may elect to remove the listing at the request of the seller if the listing broker fails to produce satisfactory documentation to the contrary.

Section 4.11 Contingencies Applicable to Listings:

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants in the "remarks section" of the listing.

Section 4.12 Listing/Rent Price Specified:

The full gross listing/rent price stated in the listing agreement shall be included in the information published in the MLS compilation of current listings unless the property is subject to auction.

Section 4.13 Seller Contact Listings:

Any form of listing in which both the seller and listing Broker jointly agree to permit cooperating brokers permission to arrange showings or inspections or conduct negotiations directly with the seller shall be specified and noticed to the Participants and include the seller's contact information in the "showing instructions field". All such listings shall be reported to MLS as either MLS Entry-Only Listings or Limited Service Listings as defined in Section 1.2.

Section 4.14 Listing Multiple 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 shall be given to the MLS.

Section 4.15 Auction Properties:

All Auction properties shall be reported to the MLS system with "Auction Property" noted in the "Remarks Section" of the listing. Auction instructions, whether the auction has a reserve, shall also be specified and noticed to the Participants in the "remarks section" of the listing.

Section 4.16 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 non-Participants.

Section 4.17 Expiration, Extension, and Renewal of Listings:

Listings filed with the MLS shall bear a definite and final termination date, as negotiated between the listing broker and the seller. Listings filed with the MLS will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date a report is made to the MLS that the listing has been extended or renewed. If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service.

Section 4.18 Listings of Suspended Participants:

When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Rhode Island Association of REALTORS or local REALTOR Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, rented, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board or MLS for failure to pay appropriate dues, fees, or charges the MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant shall be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

Section 4.19 Listings of Expelled Participants:

When a Participant of the MLS is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Rhode Island Association of REALTORS or local REALTOR Board bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the MLS until sold, rented, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board or MLS for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant shall be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 4.20 Listings of Resigned Participants:

When a Participant resigns from the MLS, the MLS 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 shall be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

SECTION 5: SELLING PROCEDURES

Section 5.1 Showings and Negotiations:

Appointments for showings and negotiations with the seller or landlord for the purchase/rent of listed property filed with the MLS shall be conducted through the listing broker, except under the following circumstances:

- a. When the listing broker and seller have entered into the type of listing that is described in section 4.13 or a Limited Service Listing Agreement which authorizes the cooperating broker to negotiate with the seller directly.
- b. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, as authorized by the seller.

With all listings other than those described in section 4.13 Seller Contact Listings, the listing broker shall respond to cooperating brokers within twenty-four hours excluding state and federal holidays, after receipt of a written or verbal inquiry or request from a cooperating broker.

Section 5.2 Deferred Showings: 2017

If, at the seller(s) request, an active listing reported to MLS cannot be shown until a specific date, up to but not more than seven (7) calendar days from the listing date, the seller(s) and listing broker shall execute a Deferred Showing Form and file with the MLS at the time of listing entry. The listing broker shall indicate "Yes" in the "Deferred Showing" field and shall specify the deferred date and time when the property will be available for showing, in accordance with the Deferred Showing Form, in the "Showing Instructions" field in MLS.

- a. A Deferred Showing form is only required if the property is not available for showing within 48 hours of listing date.
- b. If a listing has been filed with a deferred showing date, neither the listing firm, other real estate firms, nor any real estate licensee can show the property to prospective buyers or tenants or to any other real estate broker or salesperson until the deferred date and time.

Section 5.3 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.

Section 5.4 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 listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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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.

Section 5.5 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 and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 5.6 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 counter-offer made by the seller. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or tenant. However, if the purchaser or tenant 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 or tenant's written instructions.

Section 5.7 Change of Listing Status:

Participants shall notify the MLS of status changes or other change in the original listing agreement property status, i.e: pending sale contract, rented, closed sale, change in price or terms or withdrawal from the market. A Report of any such change shall be made to the MLS within forty-eight (48) hours, excluding state and federal holidays, after the change is received by the Participant. The seller's signature must be obtained to Report a change in price, withdrawal, extension and renewal. In the event of a dispute involving a status change, the MLS may contact the seller directly in order to clarify any and all status changes.

Section 5.8 Reporting Listings Under Contract:

The Listing Broker shall report listings as "Active Under Contract" or "Under Contract" by the deadline as specified in Section 5.7.

- a. **Active Under Contract** status shall be used when a binding contract has been signed, subject to meeting certain contingency conditions and the property remains active with one of the following designations:
 1. **Soliciting Back-Up Offers** - The seller wishes to solicit back-up offers due to the uncertainty of the transaction. The property shall be available for showing.
 2. **Sale of Buyer's Property Contingency** - When a binding contract has been signed, subject to a condition precedent of the Buyer first closing on another property, which he has listed for sale, from which sale the proceeds would be used for financing the current sale. An example of this type is a "Kick-out/Hubbard Clause" listing, whereby a buyer is given a specified amount of time to remove the contingency upon receipt of an acceptable offer from another potential buyer. The property shall be available for showing.
 3. **Pending Short Sale Approval** – Binding contract has been signed, subject to lender approval for short sale. The property shall be available for showing.
 4. **REO/Offer Accepted** – Bank owned properties only. Offer has been submitted and accepted by lender/seller and is waiting for all signatures on a binding contract. The property shall be available for showing.
 5. **Inspection Period** - The seller wishes to solicit back-up offers during the inspection period. The property shall be available for showing.

- b. **Pending** - This “Under Contract” designation shall be used when a binding contract has been signed, subject to meeting certain contingency conditions. This designation signifies that the property is neither active nor available for showing. This designation may be used for a rental property in the MLS when the listing broker is expecting a completed rental agreement or deposit, and, with the authorization of the landlord, is no longer showing the property.

Section 5.9 Reporting Sales to the Service:

Status changes, including final closing of sales and sale prices, shall be reported to the MLS by the listing broker within forty-eight (48) hours after they have occurred. If negotiations were carried on under Section 5.1. a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within twenty-four hours after occurrence and the listing broker shall report them to the MLS within forty-eight hours after receiving notice from the cooperating broker.

***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.*

***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, 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.*

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 property owners or their representatives 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 and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these 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 3:** As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.*

Section 5.10 Reporting Rented Properties:

When a property has been rented, a Report shall be made to the MLS within forty-eight (48) hours, excluding state and federal holidays and shall include the rent price, rented date, cooperating licensee and cooperating office.

Section 5.11 Reporting Cancellation of Sale:

The listing broker shall report to the MLS within twenty-four (24) hours the cancellation of any pending sale, and the listing shall be reinstated immediately, if prior to the expiration date.

Section 5.12 Participant as Purchaser or Tenant:

If a Participant or Subscriber wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker prior to the time that an offer to purchase is submitted to the listing broker.

Section 5.13 Participant as Principal:

If a Participant or Subscriber has any ownership interest in a property, the listing of which is to be disseminated through the MLS, that person shall disclose his interest in the appropriate field when the listing is filed with the MLS and such information shall be disseminated to all Multiple Listing Service Participants.

Section 5.14 Refusal to Sell:

If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the price, terms and conditions stated in the listing, this shall be noted in the "Remarks" section.

Section 5.15 Reporting Resolutions of Contingencies:

A report shall be filed with the MLS within twenty-four (24) hours that a contingency on file with the MLS has been fulfilled or renewed or the agreement cancelled.

Section 5.16 Availability of Listed Property:

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

Section 5.17 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.

SECTION 6: ADVERTISING**Section 6.1 Information for Participants Only:**

Any listing filed with the MLS shall not be made available to any broker or firm which is not a Participant or Subscriber of the MLS without the prior consent of the listing broker. All MLS Compilations are confidential, and the statistical and listing information therein is not to be made available to anyone other than Participants or Subscribers without the prior consent of the MLS. The MLS reserves the exclusive authority for the releasing of aggregated MLS statistics, listings, and physical depictions described in Section 6.5 to the media and the public.

Section 6.2 "For Sale" Signs:

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

Section 6.3 "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 6.4 “For Rent” Signs:

Only the “For Rent” sign of the listing broker may be placed on a property.

Section 6.5 Physical Depictions Submitted to the MLS:

Physical depictions of listed property, including, but not limited to, photographs, digital images, and sketches, which are submitted to the MLS, shall depict only the property for sale and its amenities and shall not include marketing or promotional messages made on behalf of the listing broker or seller. At least one photo shall be of the exterior of the structure and shall be submitted within seven (7) days of the listing date, except where sellers expressly direct that photographs of their property not appear in the MLS compilation. This will appear as “No Photo Requested” in the MLS compilation. *Rev. 2017 M*

Section 6.6 Solicitation of Listing Filed with the MLS:

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

Section 6.7 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.

SECTION 7: DIVISION OF COMMISSIONS

Section 7.1 Compensation Specified on Each Listing:

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

When reporting a listing to the MLS, the Participant is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the MLS, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

MLS will not accept any listing for which compensation to cooperating brokers is offered by a property owner or other non-Participant. The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as designated buyer, transaction facilitators, transaction coordinators, or in other capacities defined by Rhode Island law) which may be the same or different.

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 non-Participants.

Section 7.2 Form of Compensation:

The compensation specified on listings filed with the MLS shall appear in one of two forms. The information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms.

- a. by showing a percentage of the gross selling price
- b. by showing a definite dollar amount

Section 7.3 Deductions:

If the listing broker intends to make any deductions, including, but not limited to, a home warranty, MLS fee, photo fee, or sharing of a referral fee from the compensation, it must be expressed clearly by denoting a specific dollar amount or percentage in the compensations fields.

Section 7.4 Concessions / Net Sales:

A listing broker who plans to base a co-broke commission on the sales price excluding seller concessions shall input the listing with a Net Sales “NS” designation in the compensation field. However, if concession costs are to be deducted and a dollar amount or percentage is impossible to determine at the time of listing, then the listing broker must define the term “concession” in regards to that particular listing, in the “Compensation Comments” field and make it clear to the cooperating broker what their compensation will be based on. *Rev. 2017*

If a gross commission established in a listing agreement is subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing agreement is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

Section 7.5 Disclosing Potential Short Sales:

Participants are required to disclose potential short sales to other Participants and Subscribers. When disclosed, participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale will be apportioned between listing and cooperating Participants.

Section 7.6 Alternative Compensation:

A listing broker may offer any Participant compensation other than the compensation indicated on any listing published by the MLS provided that the listing broker informs the other broker in writing in advance of his submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants or Subscribers in the MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

Section 7.7 Nondisclosure:

The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing agreement nor shall the MLS publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Section 7.8 Changes in Compensation:

The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice in accordance with Section 7.2.

Section 7.9 Compensation for Non-MLS Participants:

The compensation offered in the MLS is intended for Participants only. Therefore, a listing broker has the sole ability to determine the amount of compensation, if any, which he will offer to a non-Participant. MLS shall make no rule on the division of commissions between Participants and non-Participants.

Section 7.10 Dual or Variable Rate Commission Arrangements:

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by including a “V” in the compensation field with the compensation amount offered. 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/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

SECTION 8: COMPLIANCE WITH RULES**Section 8.1 Compliance with Rules - Authority to Impose Discipline**

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

- a. Letter of warning
- b. Letter of reprimand

- c. Attendance at MLS orientation or other appropriate classes 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 as noted in the Fee Schedule
- e. Suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one year
- f. Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Section 8.2 Compliance with Rules:

The MLS may take the following action for noncompliance with the rules:

- a. If a Participant fails to pay any service charge, late charge, fine or fee under the terms established by the MLS, as of the date due, the MLS may suspend service until the Participant pays his account in full, provided that at least ten (10) days' notice has been given. The MLS may also impose other obligations on the Participant before the MLS will restore service.
- b. The provisions of Section 9 shall apply for failure to comply with any other rule.

Section 8.3 Applicability of Rules to Users and/or Subscribers:

Subscribers 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 by virtue of this access. Further, failure of any Subscriber or User to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline, regardless of whether such User or Subscriber has signed an agreement with the MLS. This provision does not eliminate the participant's ultimate responsibility and accountability for all Users or Subscribers affiliated with the Participant.

SECTION 9: ENFORCEMENT OF RULES AND REGULATIONS

Section 9.1 Consideration of Alleged Violations:

The Board of Directors shall give consideration to all written complaints which pertain to violations of the rules and regulations.

Section 9.2 Violations of Rules and Regulations:

If the alleged offense is a violation of the rules and regulations of the MLS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of the MLS, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board/Association through which the MLS Participant obtained his MLS participatory rights within twenty (20) days following receipt of the Directors' decision. The Professional Standards Committee may impose sanctions, including, but not limited to suspension or expulsion from membership and such other remedies which are authorized by the "National Association of REALTORS Code of Ethics and Arbitration Manual".

Section 9.3 Complaints of Unethical Conduct:

All complaints of unethical conduct shall be referred by the MLS Board of Directors to the local Association/Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's/Board's bylaws.

SECTION 10: CONFIDENTIALITY OF MLS INFORMATION

Section 10.1 Confidentiality of MLS Information:

Any information provided by the MLS to the Participants shall be considered official information of the MLS. Such information shall be considered confidential and exclusively for the use of Participants, Subscribers, and Users.

Section 10.2 MLS Not Responsible for Accuracy of Information:

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

Section 10.3 Access to Comparable and Statistical Information:

Board members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Board members and individuals affiliated with Board members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations.

SECTION 11: OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

Section 11.1 Property Listing Content Copyrighted:

By the act of submitting any property listing content of a property to the MLS, the Participant represents that he has been authorized to license and also thereby does license 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 the listed property. *Rev. 2017 M*

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:

- a. Designate on 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.
- b. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- c. 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.
- d. Have no actual knowledge of any complained-of infringing activity.
- e. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- f. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Section 11.2 Vested Rights:

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

Section 11.3 Lessee's Right to Use MLS Compilation:

Each Participant or Subscriber shall be entitled to lease from the MLS a number of copies of each MLS Compilation sufficient to provide the Participant or Subscriber and each person affiliated as a licensee with one copy of such MLS Compilation. The Participant or Subscriber shall pay for each such copy, the rental fee set by the MLS. Participants or Subscribers shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules.

SECTION 12: USE OF COPYRIGHTED MLS COMPILATION

Section 12.1 Distribution:

Participants shall, at all times, maintain control over and responsibility for the MLS compilation licensed to them by the MLS, and shall not distribute any such copies or provide access or authorization to the MLS compilation, including, but not limited to sharing passwords, forms, software and other products and services, to third parties other than Subscribers or Users. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's or Subscriber's license(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by the MLS where access to such information is prohibited by law.

Section 12.2 Display:

Participants or Subscribers shall be permitted to display the MLS compilation to prospective clients or customers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers/tenants for the properties described in said MLS compilation.

Section 12.3 Limitations 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 association or MLS 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).

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

Based on information from the RI Association of Realtors® (alternatively, from State-Wide MLS) for the period (date) through (date).

Section 12.4 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 participant or their affiliated licensees, be interested.

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.

SECTION 13: INTERNET DATA EXCHANGE (IDX)

Section 13 – IDX Defined:

IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants.

Section 13.1 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.

Section 13.2 Participation:

Participation in IDX is available to all MLS participants who consent to display of their listings by other participants. A non-principal broker or sales licensee (Subscriber) affiliated with a Participant may, with his or her Participant's consent, operate an IDX website. Any IDX website of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability. Unless expressly contravened by the provisions of this section, all other Rules and Regulations remain in full force and effort.

Section 13.2.1 Participants and subscribers 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 13.2.2 MLS participants or subscribers 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 13.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker 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).

Section 13.2.4 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 right of brokerage), 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.

Section 13.2.5 Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours.

Section 13.2.6 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 13.2.7 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 13.2.8 Any IDX display controlled by a participant or subscriber that

- a. Allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 13.2.9, 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 13.2.9 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 13.2.10 An MLS Participant or Subscriber may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

Section 13.2.11 Participants shall not modify or manipulate information relating to other participants 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 sources(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 13.3 Display:

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

Section 13.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

Section 13.3.1.1 The type of listing agreement (e.g., exclusive right to sell, exclusive right of brokerage, etc.) may not be displayed.

Section 13.3.2 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.

Section 13.3.3 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 13.3.4 All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 13.3.5 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 13.3.6 The right to display other participants’ listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS.

Section 13.3.7 Listings obtained through IDX feeds from REALTOR Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 13.3.8 Display of expired and withdrawn listings is prohibited.

Section 13.3.9 Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

Section 13.3.10 Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS.

Section 13.4 3rd Party Advertising:

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

Section 13.5 Service Fees and Charges:

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

SECTION 14: VIRTUAL OFFICE WEBSITES (VOWs)

Section 14.1 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 19 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, 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. M
- 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 14 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 14.2

- a. The right of a participant's VOW to display MLS listing information is limited to that supplied 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 14.3

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 e-mail address for each Registrant. The participant must send an e-mail 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 e-mail 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 e-mail address is associated with only one user name and password.
- a. 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, e-mail address, user name, 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.
 - b. 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, e-mail 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.
 - c. 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' ownership of and the validity of the MLS' copyright in the MLS database
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 14.4 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 14.5 A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses 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.

Section 14.6

- a. A participant's VOW shall not display the 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 e-mail, 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. Check one.

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

Initials of Seller

- c. The participant shall retain such forms for at least one (1) year from the date they are signed or one (1) year from the date the listing goes off the market, whichever is greater.

Section 14.7

- a. Subject to Subsection b., below, a participant's VOW may allow third-parties:
 - 1. To write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - 2. To display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.
- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 14.8 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 14.9 A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

Section 14.10 Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS®' VOW policy, or in 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 14.11 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 14.12 A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

Section 14.13 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 14.14 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 14.15 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
- b. The type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- c. The seller's and occupant's name(s), phone number(s), or e-mail address(es)
- d. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

Section 14.16 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 14.17 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 14.18 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 14.19 A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 1000 current listings and not more than 1000 sold listings in response to any inquiry.

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 one hundred (100) listings or five percent (5%) of the listings in the MLS, whichever is less.*

Section 14.20 A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Note: *The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.*

Section 14.21 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 14.22 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 identify the source of the listing.

Section 14.23 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 14.24 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 14.25 Where a seller affirmatively directs his or her 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 forty-eight (48) hours.