

**Multiple Listing Service of the Columbus Association of REALTORS®, Inc.
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Columbus and Central Ohio Regional Multiple Listing Service**

Rules and Regulations

I. AUTHORITY The Association of REALTORS® shall maintain for the use of its members a Multiple Listing Service, which shall be subject to the Bylaws of the Association of REALTORS® and MLS and such rules and regulations as may be hereinafter adopted.

II. THE SERVICE The name of this organization shall be the Multiple Listing Service of the Columbus Association of REALTORS®, Inc., hereinafter referred to as the Service, all the shares of stock of which are solely and wholly-owned by the Columbus Association of REALTORS®.

III. PURPOSE A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law); by which cooperation among participants is enhanced: by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, 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). (Amended 11/96, 8/06)

IV. PARTICIPANTS The term "Participant" in a Board Multiple Listing Service is defined, as follows: "Where the term REALTOR® is used in this explanation of policy in connection with the word 'Member' or the word 'Participant,' it shall be construed to mean the REALTOR® principal or principals, of this or any other Association, or a firm comprised of REALTOR® principals participating in a Multiple Listing Service owned and operated by the Association. It shall not be construed to include individuals other than a principal or principals who are REALTOR® Members of this or any other Association, or who are legally entitled to participate without Board membership. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS 'Membership' or 'Participation' unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey 'Participation' or 'Membership' or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW")(including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants. (Adopted 11/08)

Additionally, the foregoing does not prohibit Multiple Listing Services, at their discretion, from categorizing non-principal brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS 'Members' or 'Participants' as 'users' or 'subscribers' and, holding such individuals personally subject to the Rules and Regulations any other governing provisions of the MLS and to discipline for violations thereof. The MLS limits participatory rights to individual principal brokers, or to their firms, and to licensed or certified appraisers, who maintain an office or Internet presence from which they are available to represent real estate sellers, buyers, lessors or lessees or from which they provide appraisal services. (Amended 2/94, 9/00, 8/03 and 8/06)

Where the terms 'subscriber' or 'user' are used in connection with a Multiple Listing Service owned or operated by a Board of REALTORS®, they refer to non-principal brokers, sales licensees, and licensed and certified real estate appraisers affiliated with an MLS Participant and may, as a matter of local option, also include a Participant's affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MLS Participant or the Participant's licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the Rules and Regulations, the payment of applicable fees and charges (if any), and the limitations and restrictions of state law. None of the foregoing shall diminish the Participant's ultimate responsibility for ensuring compliance with the Rules and Regulations of the MLS by all individuals affiliated with the Participant. (Adopted 4/92)

Under the 'Board of Choice' policy, MLS participatory rights shall be available to any REALTOR (principal) or any firm comprised of REALTORS (principals) irrespective of where they hold primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other Participants; and payment of any MLS dues, fees, and charges." (Amended 11/96)

The universal access to services component of Board of Choice is to be interpreted as requiring that MLS Participatory rights be available to REALTOR® principals, or to firms comprised of REALTORS® principals, irrespective of where primary or secondary membership is held. This does not preclude an MLS from assessing REALTORS® not holding primary or secondary membership locally, fees, dues, or charges that exceed those or, alternatively, that are less than those charged Participants holding such memberships locally or additional fees to offset actual expenses incurred in providing MLS services such as courier charges, long distance phone charges, etc., or for charging any Participant specific fees for optional additional services. (Amended 11/96)

None of the foregoing shall be construed as requiring an Association to grant MLS participatory rights, under Board of Choice, where such rights have been previously terminated by action of that Association's Board of Directors. (Adopted 11/95)

V. APPLICATION FOR PARTICIPATION Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of the Service and made available to any REALTOR® principal of this or any other Association requesting it. The application form shall contain a signed statement agreeing to abide by these rules and regulations of the Service as from time to time amended or adopted. (Amended 2/94)

VI. THE COMMITTEE Shall consist of members from predetermined listing categories and based within each listing category is a company's UNITS OF ACTIVITY defined as being their combined LISTINGS + AGENTS + SOLDS + OFFICES submitted to the MLS for the twelve month period commencing October 1 of the prior year through September 30 of the current year. The UNITS OF ACTIVITY are totaled collectively for all companies within each listing category and is then converted into a percentage of the whole. Every 5% (determined by always rounding up to the nearest whole number) of UNITS OF ACTIVITY within each listing category equals 1 seat and 1 vote for that listing category. Any

committee member not in attendance **MAY** empower any other seated committee member in attendance to cast a vote on their behalf by proxy provided the communication is extended through both the chair and the seated committee member who is in attendance and responsible for casting the proxy vote(s). A Participant broker member entitled to multiple seats **MAY** cast votes equal to the votes to which that broker Participant is entitled with either one or more of their allowable representatives.

Committee Members	Votes	Listing Category
*	*	3,001+
*	*	1,001-3,000
*	*	501-1,000
*	*	101-500
*	*	26-100
*	*	0-25
1	1	Delaware Co
1	1	Fayette Co
1	1	Licking Co
1	1	Madison Co
1	1	Morrow Co
1	1	Pickaway Co
1	1	Union Co
1	1	COCIE Chair
1	0	Bus Tech Rep
1	0	Appraiser Rep
*	*	TOTAL

* = Annually determined by formula
(Amended 6/12)

The President of the Delaware County, Licking County and Marysville Associations or Boards of Realtors shall appoint their committee member as long as the Regional MLS agreements with those Associations or Boards remain in effect.
(Amended 6/12)

The Commercial representative on the MLS Committee shall be the Chair of the COCIE Governing Board. (Amended 6/12)

The Business Technology Committee representative on the MLS Committee shall be the chair and vice-chair of that committee. The seats are non-voting. (Amended 6/12)

NOTE 1: Each county now a part or that would become a part of the MLS through regional or jurisdictional affiliation will be given both a seat and vote. (Amended 6/12)

NOTE 2: Further, no more than five representatives from any one company can hold a seat and/or voting rights until or unless the Participant Company's units of activity warrant increased representation. In case of conflict with any county wanting to exceed the limit of five with their appointment, seniority would prevail based on the county's membership date of entry in the MLS. (Amended 6/12)

NOTE 3: Once a committee member is elected to represent a listing category for a specific term, that seat shall remain occupied for that term even though the formula used to determine the number of representatives for that listing category could indicate the loss of a seat.

A. Term – The MLS Committee Members are to be elected to a 3-year term except the Delaware, Licking and Union County members who shall be appointed to a two-year term by the President of their Board. (Amended 6/12)

B. Chairman – The President shall appoint the Chairman from the seated members. (Amended 6/12)

C. Vice-Chairman – The President-Elect shall appoint the Vice-Chairman from the seated members, and shall NOT necessarily succeed as Chair the following year. (Amended 6/12)

D. Eligibility – Any Participant or licensee associated with a MLS Participant and designated by the Participant may be eligible for election to the Committee, provided that not more than five Committee Members are from each Participant Company until or unless the Participant Company's units of activity warrant increased representation. (Amended 6/12)

E. Vacancies – If a Committee Member should leave the Participant's office from which he or she was elected, he or she shall immediately vacate the seat and the President shall appoint a new member from the same category to replace him or her for the remainder of the year. The person elected at year-end to fill the vacancy shall serve only the unexpired term. When deemed desirable by the President, a member currently serving as chair or vice-chair whose eligibility for committee membership has changed may be re-appointed for sufficient term to fulfill their role as vice-chair and/or chair. (Amended 6/12)

F. Attendance – If a member misses four meetings per year, they shall be removed from the committee and their Association President shall appoint someone to serve the remainder of the year within the same category. The person elected or appointed at the year-end to fill the vacancy shall serve only the unexpired term.

G. Election – At the annual meeting of the Participant members an election will be held for the Nominating Committee of the MLS Committee. The Nominating Committee shall consist of the current MLS Chairman, the President Elect and five (5) participant members. No member of the Nominating Committee shall be nominated as a candidate by the Committee in preparing the slate of nominees to be presented for the ballot vote. A person nominated to the Nominating Committee must have consented in writing to serve if he or she is not in attendance at the Annual MLS Business Meeting.

The Nominating Committee shall nominate two (2) candidates for each seat to be filled by election of the voting members unless the participant's office is the only one eligible in the listing category and then one candidate may run unopposed. Any licensees associated with a MLS participant (subject to the approval of the participant) shall be eligible for election to the MLS Committee provided not more than one (1) nominee is from each participant office.

The Nominating Committee for the ML Committee shall cause to be prepared and distributed to all eligible participant members, ballots containing the names of all persons nominated by the Committee.

The Nominating Committee shall distribute one ballot to each eligible participant. The eligible participant shall record their ballot so as to designate his or her choice or choices, not to exceed the number to be elected. All ballots not properly marked as herein required or not delivered or mailed within the designated time shall be invalidated.

Distribution of ballots and voting for the MLS Committee may also be conducted utilizing Authorized Communication Equipment, in accordance with procedures and guidelines as from time to time established by the Board of Directors.

The Nominating Committee shall send one ballot to each eligible participant. The eligible participant shall mark their ballot so as to designate his or her choice or choices not to exceed the number to be elected. All ballots not properly marked as herein required or not delivered or mailed within the designated time shall be invalidated. (Amended 9/09 and 6/12)

-1-

LISTING PROCEDURES

SECTION 1 LISTING PROCEDURES: Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the service area of the MLS of the Columbus Association of REALTORS® including but not limited to counties contiguous to Franklin County and all regionalized counties, other Associations affiliated with the MLS of the Columbus Association of REALTORS®, Inc. and are taken by any Participants on an Exclusive Right to Sell or Exclusive Agency Listing Contract shall be delivered or broker loaded to the Multiple Listing Service within 48 hours after all necessary signatures of seller(s) have been obtained with a signed contract and/or extension maintained on file by broker for not less than the term of said listing contract and/or extension. (Amended 2/18)

Listings of property located outside the MLS's service area will (or will not) be accepted if submitted voluntarily by a participant, but cannot be required by the service. (Added 2/18)

- (a) Single family homes for sale or exchange
- (b) Two-family, three-family, and four-family residential buildings for sale or exchange.

NOTE 1: The Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service; however, a "Property Data Form" (worksheet) is required as approved by the Service. However, the Multiple Listing Service through its legal counsel:

1. May reserve the right to refuse to accept a listing form that fails to adequately protect the interest of the public and the Participants.
2. Assure that no listing form filed with the Service establishes, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller).

The Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to and from the other Participants of the Service acting as subagents, buyer agents, or both. (Amended 11/96 and 9/00)

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service. (Amended 11/96)

The different types of listing agreements include:

- (a) Exclusive Right to Sell
- (b) Exclusive Agency
- (c) Open
- (d) Net

SECTION 1.1 TYPES OF PROPERTIES: The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: (Amended 11/91)

1. Residential
2. Residential Income
3. Subdivided Vacant Lot
4. Land and Farm and Ranch
5. Business Opportunity (with or without real estate included)
6. Motel-Hotel
7. Mobile Homes
8. Mobile Homes Parks
9. Commercial Income
10. Industrial

SECTION 1.2 LISTING AGREEMENTS Except where state law provides otherwise, the following terms shall be defined as follows when used in rules and regulations of any Multiple Listing Service owned or operated by an Association of REALTORS®:

SECTION 1.2.1 Exclusive Right to Sell Listing – A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker. The exclusive right to sell listing is the conventional form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing broker to cooperate with and compensate other brokers. (Amended 4/92)

(Required by MLS for exclusive right to sell listings with named prospects exempted is the word “**EXCLUSION**” entered in the remarks section of the listing worksheet that will then appear in the printed publication.)

SECTION 1.2.2 Exclusive Agency Listing – A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. (Revised 4/92)

(Required by MLS for exclusive agency listings is the entering of the letter “**Y**” (Yes) found on the listing worksheet as an entry field that will then appear in publications and on the computer.)

SECTION 1.2.3 Limited Service Listing: Listing agreements under which the listing broker will not provide one or more of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (“**LR**”) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers; clients, prior to initiating efforts to show or sell the property

SECTION 1.2.4 MLS Entry-Only Listings: Listing agreements under which the listing broker will not provide any of the following services:

- (a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) advise the seller(s) as to the merits of offers to purchase;
- (d) assist the seller(s) in developing, communicating, or presenting counter-offers; or
- (e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (“**EO**”) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property.

SECTION 1.2.5 Open Listing – A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker. (Amended 11/89). Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation. (Amended 4/92)

SECTION 1.2.6 Net Listing – A listing under which a real estate broker receives any amount over a given net amount to the seller. The Service may not accept net listings because they are deemed unethical and, in most states, illegal.

NOTE 2: A Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that

Multiple Listing Service must accept every type of listing. The Service shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Service.

NOTE 3: A Multiple Listing Service may accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/92)

SECTION 1.3 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE: Any listing taken on a contract to be filed with the Service is subject to the Rules and Regulations of the Service upon signature of the seller(s).

SECTION 1.4 DETAIL ON LISTINGS FILED WITH THE SERVICE: A listing agreement or property data form when filed with the Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

SECTION 1.5 EXEMPTED LISTINGS: If the seller(s) refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he or she does not desire the listing to be disseminated by the Service.

Note: All residential and multi-family (1-4 units) within the marketing area of the MLS (defined in SECTION 1 LISTING PROCEDURES) is required unless exempted by the seller as an "office exclusive." All residential, vacant land, multi-family (5 or more units), office, commercial, industrial and business opportunity property is optional for dissemination by the Service.

SECTION 1.6 CHANGE OF STATUS OF LISTING: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within twenty four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker.

SECTION 1.7 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: Listings of property may be withdrawn from the Service by the listing broker before the expiration date of the listing agreement provided notice is filed with the Service including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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

SECTION 1.8 CONTINGENCIES APPLICABLE TO LISTINGS: Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

SECTION 1.9 LISTING PRICE SPECIFIED: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings unless the property is subject to auction. (Amended 11/92)

SECTION 1.10 LISTING MULTIPLE UNIT PROPERTIES: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold, proper notification should be given to the Service.

SECTION 1.11 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS: The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

SECTION 1.12 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS: Listings filed with the Multiple Listing Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed. (Amended 11/01)

If notice of renewal or extension is received by the same company and same listing agent or agent's real estate team member within 30 days after the listing has been removed from the compilation of current listings, the renewal or extension will serve to reactivate the former listing. However, if notice of renewal is received anytime by a different listing company or notice of renewal or extension is received by the same listing company but with a different listing agent who is not a member of the former listing agent's real estate team, the listing may receive a new MLS number. Extensions and renewals of listings must be signed by the seller(s) and filed with the Service.

Note: A different listing agent who is not a member of the former listing agent's real estate team may receive a new MLS number, but only after authorized signatures are obtained on the Broker/Manager Request Form provided by MLS.

SECTION 1.13 TERMINATION DATE ON LISTINGS: Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller(s).

SECTION 1.14 JURISDICTION: Only listings of the designated types of property located within the marketing area of the MLS of the Columbus Association of REALTORS® (defined in SECTION 1 LISTING PROCEDURES) and other Associations affiliated with MLS of the Columbus Association of REALTORS®, Inc. are required to be submitted to the Service unless exempted by the seller as an "office exclusive." Listings located outside the marketing area(s) of the MLS of the Columbus Association of REALTORS® will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. (Amended 11/01)

SECTION 1.15 LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS Services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his or her clients.

SECTION 1.16 LISTINGS OF EXPELLED PARTICIPANTS: When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS 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 Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board MLS is not obligated to provide MLS Services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his or her clients.

SECTION 1.17 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 should be advised in writing of the intended removal so that the resigned Participant may advise his or her clients.

SECTION 1.18 TEMPORARY OFF MARKET PROPERTIES:

- a. No showings while in the status of "Temporary Off Market"
- b. Written direction from the seller must be obtained to return the listing to "Active Status"
- c. It is recommended that the sign should remain on the property during the "Temporary Off Market" status

(Adopted 7/20)

SECTION 1.19 MARKETING OF A PROPERTY WITHOUT A LISTING AGREEMENT: Seller's consent must be obtained in writing prior to marketing and/or signage being placed on the property. *(Ohio law does not require a listing agreement to advertise a property, however, you must have seller's consent to market the property.)*

- a. Any marketing of said property must include the disclaimer "no listing contract".

(Adopted 7/20)

-2-

SELLING PROCEDURES

SECTION 2 SHOWINGS AND NEGOTIATIONS: Appointments for showings and negotiations with the seller (s) for the purchase of listing property filed with the Service shall be conducted through the listing broker, except under the following circumstances:

- (a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. *(Amended 4/92)*

SECTION 2.1 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. *(Amended 4/92)*

SECTION 2.2 SUBMISSION OF WRITTEN OFFERS: The listing broker shall submit to the seller(s) all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller(s) 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(s) obtain the advice of legal counsel prior to acceptance of the subsequent offer. *(Approved 11/87)*

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counteroffers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 9/09)*

SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFERS: The cooperating broker (subagent or buyer agent) 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 *(Amended 4/92)*

SECTION 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS: The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. *(Adopted 11/93)*

SECTION 2.5 REPORTING SALES (CLOSINGS) TO THE SERVICE: Status changes, including final closing of sales (closings) shall be reported to the Multiple Listing Service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof the cooperating broker shall report accepted offers to the listing broker, within 72 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker. The listing agreement of a property filed with the MLS by the listing broker shall include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to

provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the list agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 9/09)

NOTE: Complaints charging that closings have been improperly reported must be filed in writing by the complaining Participant (complainant) with the Multiple Listing Service within 180 days after the facts constituting the improper reporting could have been known in the exercise of reasonable diligence.

- (a) The complaint must name as the respondent the Participant, and sales agent if applicable, of the firm charged with improper reporting.
- (b) The complaint should allege the sales information violates one or more of the following: (1) was intentionally incorrect, (2) materially affects the MLS statistics for the area, community, region or agent(s) statistics, or (3) demonstrates there is a pattern of abuse by the respondent(s).

SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES: The listing broker shall report to the Service within 24 hours that a contingency on file with the Service has been fulfilled or renewed, or the agreement cancelled.

SECTION 2.7 ADVERTISING OF LISTING FILED WITH THE SERVICE: A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

SECTION 2.8 REPORTING CANCELLATION OF PENDING SALE (IN CONTRACT): The listing broker shall report immediately to the Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

SECTION 2.9 REPORTING PENDING SALES (IN CONTRACTS) TO THE SERVICE: Pending sales (in contracts) shall be reported to the Service under the following terms and conditions:

- (a) Contingent contracts shall be reported immediately and accurately to the Service by the listing broker within 24 hours after acceptance except weekends and federal holidays whereby the status is to be entered the following business day ... there are no exceptions. The status on the MLS computer will show as contingent contract (AC or AE) indicating the property is in contract but can still be shown but only the AE listings shall remain in the photo section of the current ML publications and be displayed with the AE status visible in print. Further, the terms and conditions of the contingency shall be required and explained briefly in the adjoining space provided and also be visible in print. Both the AC and AE status and the explanation will be displayed until or unless there is a different status change reported and any active status searches will automatically include and identify listings with AC or AE status.
- (b) Pending sales (in contracts) shall be reported immediately and accurately to the Multiple Listing Service by the listing broker within 24 hours after the property is no longer available for sale and/or showings except weekends and federal holidays whereby the status is to be entered the following business day ... there are no exceptions. The status on the MLS computer will show as pending (in contract...UND) and the listing shall be removed from the photo section of ML publications and maintained in the in contract index for up to one year before being purged from the system or until or unless there is a different status change reported.

For the procedure to report any violation(s) of the MLS Rules and Regulations, please review Section 9.1.

-3-

REFUSAL TO SELL

SECTION 3 REFUSAL TO SELL: If the seller(s) of any listed property filed with the Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

PROHIBITIONS

SECTION 4 INFORMATION FOR PARTICIPANTS ONLY: Any listing filed with the Service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker.

SECTION 4.1 "FOR SALE" SIGNS: Only the "For Sale" sign of the listing broker may be placed on a property.

SECTION 4.2 "SOLD" SIGNS: Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96)

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

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

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

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

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

SECTION 4.4 USE OF TERMS MLS AND MULTIPLE LISTING SERVICE: No MLS participant, subscriber, or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. (Adopted Aug 2013)

SECTION 4.5 INAPPROPRIATE CONTENT: Content that is inappropriate for public display may be removed by MLS staff immediately. This includes but is not limited to depictions of death, violence, or sexual content. (Adopted Feb 2020)

DIVISION OF COMMISSIONS

SECTION 5 COMPENSATION SPECIFIED ON EACH LISTING: The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease). The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was

impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperate compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid. (Amended 2/97)

NOTE 1: In filing a property with the Multiple Listing Service, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* (Amended 11/96 and 9/00)

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

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95, Amended 6/15)

The Multiple Listing Service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Multiple Listing Service shall not publish the total negotiated commission on a listing that has been submitted to the MLS by a Participant. The Multiple Listing Service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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

1. By showing a percentage of gross selling price.
2. By showing a definite dollar amount. (Amended 11/95, Amended 6/15)

NOTE 2: The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised. (Revised 4/92)

NOTE 3: The Multiple Listing Service shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing broker.

SECTION 5.1 PARTICIPANT AS PRINCIPAL: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

SECTION 5.01 SHORT SALE DISCLOSURE: Participants must disclose potential short sales when reasonably known to the listing Participants. 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 (Mandatory amendment adopted 7/08)

SECTION 5.2 PARTICIPANT AS PURCHASER: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

SECTION 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01) (Amended 11/96)

(Required by MLS is the **asterisk (*)** symbol in the compensation fee section on the listing worksheet if a dual or variable rate commission arrangement exists). (Amended 10/12)

-6-

SERVICE CHARGES

SECTION 6 SERVICE FEES AND CHARGES: The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

SECTION 6.1 Initial Participation Fee \$300.00
-One-time processing fee paid by principal broker only
(Amended 2/18)

SECTION 6.2 Re-Instatement Fee \$50.00
-Applies to broker who seeks re-entry to the Service after resignation or expulsion

SECTION 6.3 Monthly Service Fee \$ (SEE NOTE 1)
-Per office access fee to the MLS that pays overhead costs

SECTION 6.4 Recurring Participation Fee \$ (SEE NOTE 1)
(Amended 2/18)

The annual participation fee of each participant shall be an amount equal to \$_____ times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis. (Added 2/18)

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.* (Added 2/18)

SECTION 6.5 Listing Submission Fee \$ (SEE NOTE 1) per listing
-Includes input of listing to ML loaded
computer service
-Includes input of listing to \$ (SEE NOTE 1) per listing

computer service, ML book

broker loaded

NOTE 1: All Service Charges are subject to change and are as set by the MLS Committee and approved by the Board of Directors of the Multiple Listing Service of the Columbus Association of REALTORS, Inc.

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

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

NOTE 4: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees. (Amended 2/18)

-7-

COMPLIANCE WITH RULES

SECTION 7 COMPLIANCE WITH RULES: The following action may be taken for noncompliance with the Rules:

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

NOTE 1: Generally, warning, censure and the imposition of a moderate fine is sufficient to constitute a deterrent to violation of the Rules and Regulations of the Multiple Listing Service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the Rules and Regulations of the Service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the Rules and Regulations. (Amended 11/88)

SECTION 7.1 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS: Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and/or sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant. (Adopted 4/92)

NOTE: Adoption of Section 7.1 is optional and it should be adopted by Multiple Listing Services desiring to establish authority to impose discipline on non-principal users or subscribers affiliated with MLS members or Participants. (Adopted 4/92)

-8-

MEETINGS

SECTION 8 MEETINGS: The meetings of the Participants of the Service or the Board of Directors of the Multiple Listing Service for the transaction of business of the Service shall be held in accordance with the provisions of Article 7, Bylaws of the Service:

SECTION 8.1 ANNUAL MEETING: The annual meeting of Participants of the Service shall be held at the time and place specified by the Board of Directors. An MLS Participant member who is unable to attend the annual meeting may assign a proxy vote to any REALTOR member associated with their office and such notice shall be signed by the Participant member and be received at the MLS office prior to the meeting.

SECTION 8.2 SPECIAL MEETINGS OF THE SERVICE: Special meetings of Participants of the Service may be called from time to time by the President, the Board of Directors, or by 10% of the Participants of the Service. Written notice stating the day, place, and hour of the meeting, the purpose or purposes for which the meeting is called, shall be delivered to all REALTORS who are Participants in the Service not less than 7 days prior to said meeting.

SECTION 8.3 QUORUM AND VOTING AT MEETINGS OF THE SERVICE: The Committee shall meet for the transaction of its business at a time and place determined by the Committee or at the call of the Chairman. For the transaction of business, those active, Participant members of the Service who are present shall be considered a quorum. A majority vote by such Participants present and voting at a meeting of the Directors attended by a quorum shall be required for passage of motions. The Chairman, or Vice-Chairman, shall preside at all meetings, or in their absence, a temporary chairman from the membership of the Committee shall be named by the Chairman, or, upon his or her failure to do so, by the Committee.

SECTION 8.4 MEETING OF THE BOARD OF DIRECTORS: The Board of Directors may meet at any time it deems advisable on the call of the Chair or any 5 members of the Board of Directors. Nine (9) Directors shall constitute a quorum. A majority vote by the Directors present and voting at a meeting attended by a quorum shall be required for passage of motions. *(amended 5/19)*

SECTION 8.5 PRESIDING OFFICER: At all meetings of the Participants of the Service, or of the Board of Directors, the Chair or, in the absence of the Chair, the Vice-Chair shall serve as presiding officer. In the absence of the Chair and vice-Chair, the Chair shall name a temporary Chair, or, upon his or her failure to do so, the Board of Directors of the Service shall appoint a temporary Chair. *(amended 5/19)*

-9-

ENFORCEMENT OF RULES OR DISPUTES

SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS: The Board of Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations. *(Amended 10/12)*

SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS: If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the MLS Committee may direct the imposition of sanction provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board in accordance with the Bylaws and Rules and Regulations of the Association of Realtors within twenty (20) days following receipt of the Directors' decision. Any decision of the MLS Committee may be appealed within 20 days of the tribunal's decision being rendered to the Board of Directors of the Service following the procedures prescribed in the "Code of Ethics & Arbitration Manual" for the Columbus Association of REALTORS. *(Amended 11/96)*

NOTE 1: This NOTE is provided to define procedures required to report any alleged violation(s) of the current MLS Rules and Regulations and possible disciplinary action:

- (a) The Director of the Multiple Listing Service will promptly forward a copy of the complaint to the Participant for a response. Such response must be returned to the MLS department within ten (10) days. Failure to respond may result in disciplinary action outlined in item (d) below.
- (b) The complaint and response will be reviewed by the Chair (or Vice-Chair if a conflict of interest exists) of the MLS Committee and the Director to determine if the matter should be forwarded to the MLS Committee for disciplinary hearing.
- (c) At the discretion of the MLS committee Chair, the disciplinary proceeding will be heard before the MLS Committee at the next regularly scheduled meeting or before a special panel. The panel shall be appointed

by the MLS Committee Chair and consist of at least five (5) MLS Committee members not associated with either the complainant or respondent.

- (d) If the respondent is found in violation of the MLS Rules and Regulations, the disciplinary action taken by the committee may be to:
- (1) Send a letter of reprimand with a copy placed in the Participant's and/or agent's file, or
 - (2) Impose an appropriate and reasonable fine not to exceed \$2,500 or
 - (3) Suspend Participant and/or agent for a stated period not to exceed one (1) year, or at the option of the Directors of the Multiple Listing Service, in lieu of suspension an assessment not to exceed \$2,500.
 - (4) Expel Participant's firm from membership in the Multiple Listing Service with no reinstatement privilege for a specified period of one to three (1-3) years, with reinstatement of membership to be by application only after the specified period of expulsion on the merits of the application at the time received.

SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT: All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Columbus Association of REALTORS for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws. (Amended 11/88)

-10-

CONFIDENTIALITY OF MLS INFORMATION

SECTION 10 CONFIDENTIALITY OF MLS INFORMATION: Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (Amended 4/92)

SECTION 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

SECTION 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION: Association 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 Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm, except as otherwise provided in these Rules and Regulations.

-11-

OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

SECTION 11 GRANTING OF AUTHORITY TO INCLUDE LISTING DATA IN MLS: The listing broker owns the listing agreement. Prior to submitting a listing to the MLS, the listing broker should own, or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information.

Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants' consent. Such consent cannot be required as a condition of obtaining or maintaining MLS participatory rights. MLSs may presume such consent provided that listing brokers are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.

Participants cannot be required to transfer ownership rights (including intellectual property rights) in their listings or listing content to MLS to obtain or maintain participatory rights except that MLSs may require participants to grant the licenses necessary for storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLSs may also require participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS. (Amended 06/16)

SECTION 11.1 By the act of submitting any property listing content 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 listed property. (Amended 5/06, 8/17 and 2/18)

Note: *The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or “safe harbors” from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of “online service provider” broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display. (added 8/17)*

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. (added 8/17)

To qualify for this safe harbor, the OSP must:

- (1) 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.*
- (2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.*
- (3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.*
- (4) Have no actual knowledge of any complained-of infringing activity.*
- (5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.*
- (6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity. (added 8/17)*

Full compliance with these DMCA safe harbor criteria will mitigate an OSP’s copyright infringement liability. For more information see 17 U.S.C. §512. (added 8/17)

11.2 RIGHT, TITLE AND INTEREST OF THE MLS COMPILATIONS: All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Columbus Association of REALTORS, and in the copyrights therein, shall at all times remain vested in the Columbus Association of REALTORS.

SECTION 11.3 RIGHT OF PARTICIPANT TO LEASE COPIES OF EACH MLS COMPILATION: Each participant shall be entitled to lease from the Columbus Association of REALTORS a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee, including licensed or certified appraisers, with such Participant with one copy of such compilation. The Participant shall pay, for each such copy, the rental fee set by the Association.** (Amended 9/00)

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

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

**This section should not be construed to require the Participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to nor use of the MLS information or MLS facility of the Board.

-12-

USE OF COPYRIGHTED MLS COMPILATIONS

SECTION 12 DISTRIBUTION: Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 4/92)

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

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

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

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. (Amended 11/14)

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

-13-

USE OF MLS INFORMATION

SECTION 13 LIMITATIONS OF USE OF MLS INFORMATION: Use of information from the MLS compilation of current listing information, from the Board's "Statistical Report," or from any "sold" or "comparable" report of the Board or MLS for public mass-media advertising by an MLS participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board 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 Columbus Association of REALTORS (alternatively, from Multiple Listing Service of the Columbus Association of Realtors, Inc.) for the period (date) through (date)." (Amended 11/93)

-14-

CHANGES IN RULES AND REGULATIONS

SECTION 14 CHANGES IN RULES AND REGULATIONS: Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the MLS Committee, subject to final approval by the Board of Directors of the Columbus Association of REALTORS.

-15-

ORIENTATION

SECTION 15 ORIENTATION: Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to the MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. (Amended 11/96)

-16-

INTERNET DATA EXCHANGE (IDX) GUIDELINES

Section 16: IDX DEFINED: IDX affords MLS Participants the ability to authorize limited electronic display of their listings by other participants. (amended 8/17)

Section 16.1: AUTHORIZATION: Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display. (Amended 9/09, 9/12)

Section 16.2: PARTICIPATION: Participation in IDX is available to all MLS Participants who are Realtors who are engaged in real estate brokerage and who consent to display of their listings by other Participants.

Section 16.2.1: SITE APPEARANCE, ACCESS AND CONTROL: The site(s) must be under the host Participant Broker's control and clearly identifiable as belonging to the Participant Broker's company. Any Participant Broker authorizing links to the Participant Broker's site(s) or search engine shall ensure the host Participant Broker's company is identified by name, trademark, logo or web site address. Any Participant Broker contracting with third party vendors or web site developers shall ensure same do not introduce, announce, advertise, link or in any way provide access to MLS data except exclusively through their client's (MLS Participant Broker's) registered web site address(es). (Amended 10/12)

Section 16.2.1.1: 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. (Adopted 10/12)

Section 16.2.1.2: IDX or Electronic display subject to this policy means displays on Participants' public websites and displays using applications for mobile devices that Participants control. If the site is not owned and operated by the Participant's firm then there must be control of the site displaying the data. (Adopted 10/12)

Section 16.2.1.3: For purposes of this policy "control" means Participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the Participant, and must be presented to the public as being the Participant's display. (Adopted 10/12)

Section 16.2.1.4: Actual control requires that the Participant has developed the display, or caused the display to be developed for the Participant pursuant to an agreement giving the Participant authority to determine what and how those listings will be displayed. (Adopted 10/12)

Section 16.2.1.5: Apparent control requires that when viewing the Participant's display it will convey the understanding the display is the Participant's and that the display is controlled by the Participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the Participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g. displays of minimal information). (Adopted 10/12)

Section 16.2.1.6: All electronic display of IDX information conducted pursuant to this policy must comply with NAR guidelines, state law and regulations and MLS Rules and Regulations and Policies. Any display of IDX information must be controlled by the Participant, including the ability to comply with this policy and applicable MLS requirements. (Adopted 10/12)

Section 16.2.2 Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Adopted 9/09, Amended 9/12)

Section 16.2.3 MLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 9/12)

Section 16.2.4 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) (Adopted 9/09, Amended 9/12))

Section 16.2.5 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each participant. (Adopted 9/09)

Section 16.2.6 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. (Adopted 9/09, Amended 9/12)

Section 16.2.7 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. (Adopted 9/09, Amended 9/12)

Section 16.2.8: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

Section 16.2.9. 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 source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. (Added 8/17)

Section 16.3: GENERAL INFORMATION: The information that displays on a Participant Broker’s the web site, in regards to other brokers’ listings, shall contain no more information than what MLS permits for display for all other Participant Brokers’ listings on realtor.com Participant Brokers are encouraged to display the entire database for each listing category. For example, if the Participant Broker’s web site has residential listings, it should contain all the permitted residential listings in the MLS database and if it has commercial listings, it should contain all the permitted commercial listings in the MLS database. Participant Brokers may exclude listings from display on their IDX sites based on objective criteria including but not limited to factors such as geography, list price, type of property, cooperative compensation offered by listing Participant Brokers or another Participant Broker’s total listing database. (Amended 9/09)

Section 16.3.1: DISPLAYED INFORMATION: The Participant Broker’s web site(s) must identify all listings other than the Participant Broker’s own listings, with the name of both the listing Participant Broker or Brokerage and listing agent. When displayed, the listing company name and listing agent name shall be the same style and size type as that of the host Participant Broker’s name on their web site(s). (Amended 9/09, Amended 10/12, Amended 8/17)

Section 16.3.2: LISTINGS NOT TO BE SHOWN: Written approval has been granted to the MLS by each MLS Participant Broker to allow their listing data to be placed on members’ Internet sites. However, each Participant Broker may have their listings removed from any such Internet site by contacting the MLS *in writing* and requesting their listings not be downloaded to the unapproved site(s). Written approval extends only to Broker’s local Internet sites. Advance notification to members must be given by MLS and approval granted by MLS Participant Brokers if the MLS database is to be placed on any national Internet site. Options for MLS Broker participation on Internet sites are as follows:

- | | | |
|--|-----|----|
| a. realtor.com (NAR national site) | Yes | No |
| b. <u>All</u> MLS Broker sites (non-selective) | Yes | No |

(Amended 9/09)

Section 16.3.3: UPDATING. Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours. (Amended 9/09)

Section 16.3.4: DISCLAIMER: Appearing on the Internet site shall be a disclaimer regarding liability for inaccuracies of data. (Amended 9/09)

Section 16.3.5: DISCLOSURE: A Participant Broker must promptly disclose to the MLS their intent to place the MLS database on their web site. MLS will then promptly disclose to all MLS Participant Brokers all the Internet sites that display the MLS listing database. (Amended 9/09)

Section 16.3.6: SELLER CONSENT: Listings or property addresses of sellers who have directed their listing broker to withhold their listing or property address from display on the Internet (including, but not limited to publicly-accessible web sites or VOW(s)) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other web sites the listing or property address of consenting sellers. (Amended 9/09)

Section 16.3.7: OTHER DISTRIBUTION: Except as provided elsewhere in MLS Rules and Regulations, an IDX site or Participant operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 9/09)

Section 16.3.8: 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 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 16.3.10 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 16.3.9: Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 9/12)

Section 16.3.10: 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 16.3.11: Display of expired, withdrawn, and sold listings* is prohibited. MLSs must provide for its Participants' IDX displays publicly accessible sold information maintained by the MLS starting from January 1, 2012 forward. (Amended 11/14, 8/17 and 2/18)

Section 16.3.12: 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 on IDX sites.

Section 16.3.13: The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc) may not be displayed. (Amended 9/12)

Section 16.3.14: All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 9/12)

Section 16.3.15: All listings displayed pursuant to IDX shall identify the listing agent. (See also Section 16.3.1) (Amended 10/12)

Section 16.3.16: Non principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to the participant’s consent and control and the requirements of state law and/or regulation.

Section 16.3.17: All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 9/12)

Section 16.3.18: It is understood that showing the MLS as the source of the information implies the MLS.

Section 16.3.19: Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 9/12)

Section 16.3.20: The amount of data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5% or 650 for MLS) of the listings available for IDX display, whichever is fewer. Therefore the amount of active data consumers can download per inquiry shall not exceed 100 listings. (Adopted 10/12)

Section 16.3.21: The right to display other participant’s listings pursuant to IDX shall be limited to a participant’s office(s) holding participatory rights in this MLS.

Section 16.3.22: Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited.

Section 16.3.23: Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (Amended 9/12)

Section 16.3.24: 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 be to deceptive or misleading if the participant’s logo and contact information is larger than that of any third party.

Section 16.3.25: Service Fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 9/12)

-17-

VIRTUAL OFFICE WEBSITE (VOW) GUIDELINES

Section 17.1 (a): A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the

opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

(b) As used in Section 17 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

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

(d) As used in Section 17 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 17.2 (a) The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

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

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

Section 17.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

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

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

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

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

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

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

- (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
 - (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
 - (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
 - (v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- (e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- (f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 17.4: 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 17.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

Section 17.6 (a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form
1. Please check either Option a. or Option b.
a. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
OR
b. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.
 <hr style="width: 10%; margin-left: 0;"/> Initials of seller

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

Section 17.7 (a): Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing **(b)** Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 17.8, 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 17.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 17.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 17.10: Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 17.11: 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 17.12: 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 17.13: 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 17.14: 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 17.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- (a) 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.

(Important Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 17.15 (f) must be omitted.)

Section 17.16: 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 17.17: 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 17.18: 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 17.19: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 1,500 current listings and not more than 1,500 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 100 listings or 5% of the listings in the MLS, whichever is less.)

Section 17.20: 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 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

Section 17.21: 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 17.22: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 17.23: 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 17.24: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 17.25: Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

MLS Rules and Regulations approved by the MLS Board of Directors

Amended June 2015
Amended August 2017
Amended February 2018
Amended May 2019
Amended February 2020
Amended July 2020