

# **WESTERN REGIONAL INFORMATION SYSTEMS AND TECHNOLOGY INC.**

  

## **RULES AND REGULATIONS**

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# Western Regional Information Systems & Technology, Inc.

## Rules and Regulations

### Section 1. Definitions.

As used in these Rules and Regulations the following terms shall have the indicated meanings:

- (a) **The Service.** 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).
- (b) **Participation.** Participation in the Service is available to the firm, partnership, or corporation whose principal is a REALTOR® member of a shareholder or other REALTOR® Board/Association and without further qualification except payment of required dues and fees and written agreement to abide by the Bylaws and Rules and Regulations of the Service.
  - (1) Participant: The REALTOR® principal of the firm, partnership or corporation, or the branch manager designated by said firm, partnership or corporation to act on the principal's behalf, shall be termed the "Participant" in the Service and shall have all the rights, benefits, and privileges of the Service. The Participant shall accept all obligations to the Service for the firm, partnership or corporation and for compliance with the Bylaws and Rules and Regulations of the Service by all persons affiliated with the Participant who utilize the service. All licensees with the Participant must belong to the Service. The Participant is responsible for accurately reporting all changes concerning users to the WRIST service within forty-eight (48) hours (not including weekends and government holidays). This includes, but not limited to Broker affiliations, office transfer, name changes, license status, and Board affiliations changes.
  - (2) Participation Defined: Any Realtor® of this or any other Board who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and *offer or accept* cooperation and 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 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. The Realtor® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the “Participant” shall have all rights, benefits, and privileges of the Service, and shall accept all obligations to the Service for the Participant’s firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the Service by all persons affiliated with the Participant who utilize the Service.

*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)*

- (3) Users or Subscribers: Non-principal brokers, sales associates, and licensed or certified appraisers affiliated with a Participant shall be termed “users” or “subscribers” of the Service.
  - (a) Licensed or certified appraisers (proof of license or certificate required) not affiliated with a “Participant” that have no board affiliation shall be termed “users” or “subscribers” of the Service. All licensees or certified appraisers operating out of the owner’s office must also subscribe to the Service. They will have search only access (B Status), no voting privileges and can hold no position as Director of the Service.
- (4) 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 individuals qualified for participation within Sections 1 (a) and (b) herein. The application form shall contain the

signed and dated statement of the applicant agreeing to abide by the Bylaws and other rules, regulations and policies of the Service as from time to time adopted or amended.

- (5) Participants may discontinue participation in the Service by giving the Corporation thirty (30) days advance written notice, and may reapply to the Service at any time by making formal application in the manner prescribed for new applicants for participation, provided all past due financial obligations to the Service are fully paid.
- (c) **Listing Agreements.** These definitions are provided to facilitate categorization of listings in the Service and are premised on the existence of agency relationships between seller(s) and listing broker(s). In any area of conflict or inconsistency, state law or regulation takes precedence.
- (1) **Exclusive Rights 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; and a contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agree 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.
  - (2) **Exclusive Agency Listing:** A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agree 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 through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.
  - (3) **Net Listing:** An agreement under which a seller agree to receive a certain dollar amount for the sale of their property regardless of the price stipulated in the listing agreement.
  - (4) **Open Listing:** A contractual agreement under which the listing broker becomes the only agent of the seller(s) and the seller(s) agree to pay a commission to the listing broker only if the property is sold through the efforts of the listing broker.
- (d) **Profile Sheet.** The standard property data (listing input) form prescribed by the Service, to be fully completed by the listing broker giving all pertinent information on the subject property and used to encode the information into the WRIST computer system.
- (e) **Exclusion.** An individual or a group of individuals specifically named in the listing agreements to whom the seller reserves the right to sell without payment of a commission.
- (f) **Offer.** The written offer to purchase signed by the prospective buyer(s), which, if executed by the owner, will constitute a contract of sale.
- (g) **WRIST Territorial Jurisdiction.** The area shall be coextensive with the combined territorial jurisdiction of WRIST's shareholder Boards/Associations.
- (h) **List Date:** The List Date is the effective date or starting date of the term of the Exclusive Right to Sell or Exclusive Agency agreement or, if none is noted, the last seller(s) signature dates on the agreement.

- (i) **Branding/Scraping:** Uniqueness to easily identify a specific entity, such things as logos and catch phrases all add to a sites branding. Scraping refers to the distribution of listings without the permission of the originating Broker.
- (j) **Disclaimer of Internet Data Exchange Participation:** Any participating Participant’s website must have the disclaimer identified in IDX Rules Section 16.3.h.
- (k) **Fees for Internet Data Exchange Participation:** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors of WRIST.
- (l) **Internet Data Exchange Database:** Internet Data Exchange database is the current aggregate compilation of all exclusive right to sell listings of all “Internet Data Exchange Participants” (IDXP) except those listings where the property seller has opted out of the WRIST publication by so indicating on the listing contract.
- (m) **Internet Data Exchange Participants (IDXP):** This is a system that will allow Participating Brokers to get exposure of their own listings more effectively through cooperating with other participating brokers through the use of the Internet. This permission is limited to the IDXP’s own branded company electronic display and shall not be shared with any third party.

NOTE: All of WRIST’s Participants will participate in the Internet Data Exchange (IDX) program unless the Participant completes an Opt out Elective Form and it is placed on file with WRIST.

- (n) **Internet Data Exchange:** Internet Data Exchange is a means of sharing participating IDXP’s listing information by displaying other IDXP’s listings on their own electronic display. Participating IDXP’s may participate in Internet Data Exchange without actually having a website.
- (o) **Internet Data Exchange Participant Listing Information:** Under no circumstances will the IDXP modify, manipulate or deface any, all, or part thereof, of the actual listing information of an IDXP’s data hosted on an IDXP’s website.
- (p) **Internet Data Exchange Participation – Pre-requisite Requirement:** Any broker may participate in Internet Data Exchange as long as he/she has an active real estate brokerage license and is actively engaged in providing services to buyers or sellers in real estate

NOTE: These definitions are provided to facilitate categorization of listings in the Service’s compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. These definitions are premised on the existence of agency relationships between seller(s) and lessor(s) and listings brokers. However, if state law permits brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, those listings may not be excluded from the Service’s compilations on the basis that the listing broker is not the seller’s agent. Submission of such listings must be accompanied by the listing broker’s disclosure that the listing broker is not the agent of the seller(s) or lessor(s) and such status shall be communicated to the other Participants as part of the property data information.



**Section 1.16, Property Addresses.** At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Board Approved 2-17-2022)

## **Section 2. Listing Procedures**

Note: The exclusive right to sell listing is the conventional form of listing submitted to the Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or a 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 which have no exclusions, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings that have no named prospects exempted. (Board Approved 8-19-2004)

Net and Open listings shall not be accepted by the Service.

**Section 2.1 Listings Required:** Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, located within the territorial jurisdiction of the Western Regional Information Systems & Technology, Inc. (WRIST) taken by Participants on an Exclusive Right to Sell Agreement or an Exclusive Agency Agreement shall be filed with the Service by entering profile information into the WRIST computer system within seventy-two hours (excluding Saturdays, Sundays, and postal holidays) after all necessary signatures of seller(s) have been obtained, unless restricted in writing by the owner. The effective date shall be the starting date of the term of the agreement or, if none, the last seller's signature date on the agreement. Postmark and or fax will determine the timeliness of filing for property data mailed to the WRIST office of processing, and off-line participants must include the listing, property data form, and photo request information for each listing submitted.

- (a) Single family homes and condominiums for sale or exchange.
- (b) Residential vacant lots and acreage for sale or exchange.
- (c) All multi-family buildings for sale or exchange up to and including six units.
- (d) All farms/agricultural property for sale or exchange.
- (e) Residential income property for sale or exchange.
- (f) Mobile Homes sold with a land parcel

**Section 2.2 Optional Listings:** Listings of mobile homes not permanently attached, commercial income and industrial properties, business opportunities, residential properties for rent, and those properties located outside the territorial jurisdiction of WRIST which are taken by Participants on an Exclusive Right to Sell Agreement, or An Exclusive Agency Agreement or a rental contract will be filed with the Service at the option of the Participant.

**Section 2.3 Jurisdiction:** Only listings of the designated types of property located within the jurisdiction of WRIST are required to be submitted to the Service. Listings of property located outside the MLS jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

**Section 2.4 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).

- (a) The Service shall not require a Participant to submit listings on an agreement form other than the form the Participant chooses to utilize, but may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants.
- (b) The Service reserves the right to assure that no listing *agreement* form filed with the Service establishes, directly or indirectly, any contractual relationship between The Service and the Participant's client.
- (c) Listings filed with the Service shall include the name of the Participant submitting the listing and the name of the Participant's affiliated licensee (listing agent).

Note: Co-brokerage properties listed by two Participants of the Service can both enter the property into the Service as long as they reference the other brokerage firm information in the Brokers Remark section. Upon the sale of the listed real property, the selling brokerage firm must mark their listing "closed" while the co-broking brokerage firm must mark their listing "withdrawn" in the system. (Board Approved 8-19-2004)

**Section 2.5 Detail on Listings:** All exclusive listings electronically filed with the Service shall be subject to regular random audit by the Service and shall contain:

- (a) The statement "This listing may be entered in the Western Regional Information Systems & technology, Inc. by (name of listing broker), subject to the Rules and Regulations of WRIST".
- (b) A listing (effective) date, a definite and final termination or expiration date, and the full gross listing price as stated in the listing contract.
- (c) Seller(s) authorization to submit the agreement to the Service.
- (d) Every detail that is required as specified on the Listing Input Sheet and accurately recorded to the service.
- (e) Participants must disclose potential short sales when reasonably known to the listing participants. When disclosed, participants may, at their own 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 cooperative participants.
- (f) In the Remarks section, information that is descriptive and relevant to an accurate portrayal of the property being marketed. Such information, "Remarks," the listing agent has determined is viewable to the public and other participants/members of the Service and agrees will be viewed by the public at large. The same is applicable to the "Property Photograph." The Service does not

permit the placement of the listing agent name, phone number, email address, web address, unique property codes, HUD information, lock box information and other information of this nature that is not descriptive in nature and relevant to an accurate portrayal of the property being marketed, to be placed in the “Remarks” section of a listing. The same is applicable to the “Property Photograph.” Any violation of this policy shall be considered a violation of the MLS Rules.

- (g) Uploaded Images and virtual tours: Images and virtual tours attached to a listing within the MLS must relate to the property listed including but not limited to exterior and interior photos of the property, floor plans, maps, builder’s sketches or other representations of the property, and excluding any “branding” or other promotional images including but not limited to listing agent photos or logos, or other representations of the listing agent and/or listing brokerage. Any violation of this policy shall be considered a violation of the MLS Rules. All photos and virtual tours are the property of the listing Broker and may not be copied for a new listing without the original listing Brokers permission.
- (h) An exterior front photo or artist sketch image is required for all Residential, Condo, Multifamily, and Farm listing types within 48 hours of listing submission.
- (i) Uploaded virtual tours links to be displayed within the MLS must take the end user to the actual tour itself and not a home page or listing page.

**Section 2.5.1 Limited Service Listings:** Listing agreements under which the listing broker will not provide one, or more, of the following services:

- (a) Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- (b) Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- (c) Advise the seller(s) as to the merits of offers to purchase;
- (d) Assist the seller(s) in developing, communicating, or presenting counter-offers; 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 (e.g. “LR” or “LS”) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property.

**Section 2.5.2 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 (e.g. "EO") in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

**Section 2.6 Agreement Copies:** Copies of any Exclusive Right to Sell Agreement and Exclusive Agency Agreement for properties filed with the Service must be submitted to the Service upon the request of WRIST staff, WRIST committees, and/or WRIST Board of Directors. Failure to submit the requested documents for properties filed with the Service within 48 hours, or 2 days (except Saturdays, Sundays, and postal holidays) of the request will result in an automatic penalty for late submission.

**Section 2.7 Exempted Listings:** If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing ("office exclusive") and such listing shall not be disseminated to the Participants. Certification (WRIST Opt-Out Form) signed by the seller that he does not desire the listing to be disseminated by the Service must be submitted to the WRIST office within 72 hours (except Saturdays, Sundays, and postal holidays) along with a copy of the listing agreement. Postmark will determine the timeliness of filing for documentation mailed to the WRIST office.

**Section 2.8 Changes to Listing:** Any change in listing price, commission arrangements and/or dates in the original listing agreement, shall be made only when authorized in writing by the seller and shall be entered into the WRIST system within 48 hours, or two (2) days (excluding Saturdays, Sundays and postal holidays) after the authorized change is received by the listing broker. Verification of all such changes will be made available to the Service upon request.

- (a) All status changes including active, sold, withdrawal, and mutual release must also be entered within forty-eight (48) hours of the change in condition. Active is defined as any listing without an accepted offer (9/2014).
- (b) Status changes electronically filed with the Service shall be subject to regular random audit by the Service.
- (c) Postmark, fax or email will determine the timeliness of filing for all changes mailed to the WRIST office for processing.

**Section 2.9 Withdrawal:** Listings which cannot be shown until a future date must be entered within seventy-two (72) hours of their listing date with the listing remarks disclosing this status and the date on which the property can be shown. These listings must be transferred to Active Status as of the date on which they may first be shown. Properties that become temporarily off the market as requested by the seller must be transferred back to Active Status on the date in which they may next be shown. Listings in this status will expire on their original expiration date.

**Section 2.10 Mutual Release:** Listings of property may be withdrawn from WRIST by the listing broker before the expiration date of the listing agreement provided notice is entered or filed with the Service. A copy of the agreement between the seller and the listing broker which authorizes the withdrawal shall be retained by the listing broker. Said agreement shall indicate if withdrawal is with or without release, and the agreement shall be submitted to the Service within 48 hours, or two days.

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 or her 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)

Terminated status indicates a listing is withdrawn with mutual release.

**Section 2.11 Contingencies Applicable to Listings:** Any contingency or special condition in the listing shall be noted in the listing information and disseminated to the Participants. This information should be disseminated to the Participants through the Remarks section in the Service's system.

All contingent listings will expire on their original expiration date. Contingent listings may be extended prior to expiration with the written consent of the seller(s) and/or lessor(s).

**Section 2.12 Sold 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.

- (a) When part of a listed property has been sold, proper notification of the sale should be given to WRIST and the remainder of the property should be re-filed by the listing office.
- (b) If a listing is sold after it expires, it shall be brought back on the market and converted to "sold."
- (c) A lease-option agreement or a land contract agreement shall be reported as a sold by the listing office when the lease-option or land contract is executed.

**Section 2.13 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 multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

**Section 2.14 Expiration, Extension, and Renewal of Listings:** Any listing filed with the Service automatically expires on the date specified in the Exclusive Agreement unless renewed or extended by the listing broker prior to expiration. If renewal or extension is obtained after the expiration date of the original listing, then a new listing must be secured by the listing broker for the property to be filed with the Service. The property must then be processed as a new listing.

If notice of renewal or extension is dated after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with the Service. It should then be published as a new listing. Any extension or renewal of a listing must be signed by the seller(s) and be filed with the Service.

**Section 2.15 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 bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current

listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients

**Section 2.16 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 bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients

**Section 2.17 Listings of Resigned Participants:** When a Participant resigns from the Service, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in WRIST's compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise his clients.

### **Section 3. Computer Online.**

- (a) The web address for Fusion is <http://wrist.mlsmatrix.com> .
- (b) Know your office number and agent username/password. If authentication devise utilized by the service then said devise will be needed to log in.
- (c) Primary user class levels are assigned to each user of the MLS software system. These primary user class levels restrict access to levels of listing maintenance in the MLS software.
  - (1) !O - User can add and modify listings for all members of the office.
  - (2) !A - User can add and modify listings for self only.
  - (3) !B - No access to modify or to submit images.
- (d) When entering a new listing, use the "Autopop from Tax" feature (if your tax records are available in Realist) to automatically populate the tax year, semi-annual taxes, parcel-id, street address, square footage, number of bedrooms, bathrooms, and total number of rooms.
- (e) For your convenience, have a copy of the WRIST areas available *or access to* <http://wristinc.com> when entering a listing. This will help place the property in the correct geographic area. All areas are considered the geographic location with the exception of Miami County. Miami County areas are defined via the school district.
- (f) After submitting a new listing to the service, you may be prompted to select the property location on a map. This will enhance the accuracy of the mapping features.

- (g) When entering a listing you have the option to save the listing as incomplete and finish entering at a later date. However, you are still required to submit the listing to the MLS within 72 hours of the list date (excluding Saturdays, Sundays and postal holidays).
- (h) Changes to the listings can be made via the Listing Maintenance utility in the MLS software system. Price changes and status changes must be entered into the system within 48 hours of the change (excluding Saturdays, Sundays and postal holidays). When you are inputting a sold, you will need the selling agent's username and selling office code #.
- (i) You are authorized to make almost any change necessary on your own listings. You do not, however, have the authority to delete listings or reactivate them once they have expired for more than 30 days.
- (j) If you are supplying a picture to the WRIST office, please make sure you have written on the back the MLS' #, complete street address, office # and agent name.
- (k) If you require assistance with the online system, please call WRIST at 1-800-433-0800 or 937-335-1117.
- (l) *Usage of the online computer system and all software associated within the MLS are exclusively for the use of active participants and listings within the MLS. This is a \$1000.00 penalty.*

**Section 3.1 Property Types:** All listings must be entered in the appropriate property type classification, and geographic area designated for that purpose. (Board Approved 8-19-2004)

Once a property that has been listed in two different property types is sold, one listing must be marked **sold** and the other listing terminated.

**Section 3.2 Computer Usage:** The use of the Service's computer for the input and retrieval of information shall be in accordance with the Rules and Regulations, operating policies and procedures, and the computer instructions published on the listing input sheet and in the Service's computer system user's manual.

- (a) The Mail function is for messages to and from WRIST participants, which concern Service matters or communication on specific transactions. New listings, status changes, extensions, and price changes that already appear on the Hotsheet are not proper material for Mail Messages and will result in a penalty.
- (b) The Open House function shall be used for announcements regarding open houses and tours (broker, public, and company) only.

**Section 3.3 Non-Computerized Offices:** Any Participant who does not have a computer system must still comply with WRIST Rules and Regulations. Within 72 hours, or 3 days (except Saturdays, Sundays, and postal holidays) of listing or 48 hours, or 2 days (except Saturdays, Sundays, and postal holidays) making other changes to a listing, the information must be mailed or faxed by the listing office to the Service. Upon receipt, it will be entered into the Services computer systems by the WRIST staff for fee as determined by the WRIST Board of Directors.

**Section 3.4 Password Use:** Participants and Subscribers shall not permit any person to use his or her login name and password. In the event the password of a Participant or Subscriber is used in violation of this section, such Participant or Subscriber shall be liable to WRIST for all loss or damage caused by such use and shall be subject to a fine of one thousand dollars (\$1,000) for each such entry and other sanctions as provided in the Rules and Regulations. The fact that the Participant or Subscriber did not grant consent to the use of the password shall not be a defense.

#### **Section 4. Selling Procedures.**

**Section 4.1 Showing and Negotiations:** Appointments for showings and negotiations with the seller(s) or lessor(s) for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the listing broker unless the listing broker gives the cooperating broker specific authority to show and/or negotiate directly.

**Section 4.2 Presentation of Offers:** The listing broker must make arrangements to present all offers to the seller(s) or lessor(s) as soon as possible, or give the cooperating broker(s) (subagent or buyer agent) a satisfactory reason for not doing so.

**Section 4.3 Submission of Written Offers:** The listing broker shall submit to the seller(s) or lessor(s) all written offers until closing (title transfer) unless precluded by law, government rule or regulations, or agreed otherwise in writing between the seller and listing broker. Unless the subsequent offer is contingent upon the termination of the existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

**Section 4.4 Right of Cooperating Broker in Presentation of Offer:** 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 listings broker's right to control the establishment of appointments for such presentations.

**Section 4.5 Right of Listing Broker in Presentation of Counteroffer:** The listing broker or his representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or



lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

**Section 4.5 Services Advertised as “Free”.** MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Board Approved 2-17-2022)

#### **Section 4.6 Reporting “Solds” to WRIST:**

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

**Note 1:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/01)

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

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11)

**Note 3:** As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11)

**Section 4.7 Reporting Resolutions of Contingencies:** The listing broker may report to the Multiple Listing Service within 48 hours (excluding Saturdays, Sundays and postal holidays) that a contingency on file with WRIST has been fulfilled or renewed, or the agreement cancelled.

**Section 4.8 Advertising of Listing Filed with WRIST:** A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

**Section 4.9 Reporting Cancellation of Pending Sale:** The listing broker shall report within 48 hours, or 2 days (except Saturdays, Sundays, and postal holidays) to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

## **Section 5. Prohibitions.**

**Section 5.1 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 5.2 “For Sale” Signs:** Only the “For Sale” sign of the listing broker may be placed on a property.

**Section 5.3 “Sold” Signs:** Only the “Sold” sign of the listing broker may be placed on a property except as may be otherwise allowed in the REALTORS Code of Ethics, provided that such exception is consistent with applicable Ohio law, and subject to permission of the property owner of record.

**Section 5.4 Solicitation of Listing Filed with the Service:** Participants shall not solicit a listing on property filed with the Service unless solicitation is consistent with Article 16 of the REALTOR Code of Ethics, its Standards of Practice and its Case Interpretations.

**Section 5.4, Display of Listing Broker’s Offer of Compensation.** Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar. The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed (Board Approved 2-17-2022)

**Section 5.5 Confidentiality:** 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 for 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.

**Section 5.6 Accuracy:** The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. WRIST 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 5.7 Access to Comparable and Statistical Information:** The National Association’s Board of Directors approved consolidation of five (5) Statements of Multiple Listing Policy on comparable and statistical information into a single Statement of MLS Policy (Statement 7.3 – Statistical Reports). This Statement of Multiple Listing Policy shown in the 2006 *Handbook on Multiple Listing Policy* as at Part Two: Policies, D. Data, Statistical Reports, Section 1 – Statistical Reports now provides that only MLS Participants are entitled to receive statistical reports, sold information, and other informational reports

derived from the MLS. Associations may, at their discretion, make this information available to REALTORS® or others who do not participate in the MLS. Consequently, Article XVIII, Section 5 (for an incorporated MLS), and Section 8 (for an MLS operated as a committee of the board) of the *Model Bylaws for Local Member Boards* have been deleted.

## **Section 6. Compensation.**

**Section 6.1 Rate of Compensation:** The rate of compensation charged by the listing Participant shall be a matter of determination by the seller(s) or lessor(s) and the listing Participant and is in no way controlled or regulated by the Multiple Listing Service. The Service shall not disclose in any way the total compensation negotiated between the listing broker and the seller.

### **Section 6.2 Cooperative Compensation:**

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

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

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

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

**Note 1:** The multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing

which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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

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

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

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

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (Amended 05/10)

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

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

allowed by local rules, must be communicated through dedicated fields or confidential “remarks” available only to participants and subscribers. (Amended 5/09)

**Section 6.3 Dual or Variable Rate Commission Arrangement:** 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 buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease. (Amended 5/01)

**Section 6.4 Participant as Principal:** If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any interest in a property, the listing of which is to be disseminated through the Service, that person shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all Participants and users.

**Section 6.5 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.

## **Section 7. Service Charges:**

The charges made for participation in and utilization of the Service shall be as determined and as specified in the bylaws of WRIST and in these or other rules, regulations or policies of the Service from time to time adopted by the Board of Directors.

The Service shall be operated in a cost-effective manner, with membership fees for Participants maintained at the lowest levels which are reasonably practicable. All reserves funded from the profits of the Service shall be used to operate the Service and shall not be utilized for any other purpose except to the extent other purposes proposed by the Corporation are approved by shareholders.

**Section 7.1 Application:** The initial fee for participation in WRIST shall be established by the Board of Directors, and shall be tendered to the service with the application for participation. The application of a former Participant who was expelled, who withdrew, or whose participation was otherwise terminated for any reason whatsoever shall not be accepted unless accompanied by payment in full of any and all accounts due as of the date of termination.

The form of application shall be as prescribed by the Board of Directors, and shall be accompanied by an initial participation fee of Two Hundred Dollars (\$200.00) for REALTOR Participants.

**Section 7.2 Recurring Participation Fee:** The Board of Directors of WRIST shall establish a recurring utilization fee to be paid by all Participants monthly in advance. The user’s fees for each Participant shall

be an amount equal to an amount set by the Board of Directors times each broker, salesperson affiliated with a participant, and licensed or certified appraiser who has access to the Service. User fees shall begin with the initiation of service, prorated on a daily basis from the date of licensure, but shall be assessed for the entire month in which service is discontinued.

**Section 7.3 Lender On-Line Services:** The Board of Directors of WRIST may make available a program to financial institutions for entering mortgage rate quote program information on-line. Associated costs for this service will be determined at the discretion of the Directors.

## **Section 8. Enforcement of Rules, or Disputes.**

**Section 8.1 Applicability of Rules:** Participants are subject to the Bylaws and Rules and Regulations of WRIST in accordance with their prior agreement upon application to the Service and as stipulated in Section 1. (b) and Section 1. (b)(1) Of these Rules and Regulations. The Participant shall adhere to and abide by the professional standards system established by the shareholder Board/Association of which (s)he is a member and all applicable standards established by any local, state, or federal association or governmental office or agency.

Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the Service are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the User/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/Subscriber to abide by the Rules and/or any sanction imposed for ~~an~~ 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.

**Section 8.2 Consideration of Alleged Violations:** The Board of Directors shall give consideration to all written complaints from Participants having to do with violations of the Rules and Regulations of the Service.

**Section 8.3 Violations of Rules and Regulations:** If a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may, within twenty (20) days following receipt of the Directors' decision, appeal it to the Professional Standards Committee of the shareholder Board of which (s)he is a member or through which access to the Service is obtained. Sanctions under this section may include fines not to exceed \$1000.00 and suspensions not to exceed thirty (30) days.

**Section 8.4 Complaints of Unethical Conduct:** All other complaints alleging unethical conduct and requests for arbitration shall be referred by the Board of Directors of the Service to the proper Board/Association of REALTORS in accordance with the professional standards procedures of the Board/Association. The President of WRIST or his designee shall present the complaint(s) to the proper Board/Association.

## Section 9. Penalties.

**Section 9.1 Automatically Assessed:** Notwithstanding the provisions of Article 8 above, the following penalties shall be automatically assessed for noncompliance with the Rules and Regulations as specified herein:

- (a) For failure to submit a listing either by data entry into the MLS system as required by section 2.1 or by submitting proper documentation of MLS opt-out signed by the seller(s) within 72 hours of the consummation of the listing agreement shall be subject to a \$50.00 fine of the first offence. Failure to produce required documentation within 48 hours beyond the initial requirements shall be considered a second offense and subject to \$150 fine. Failure in submitting required documentation beyond an additional 24 hours or 144 hours from consummation of the listing agreement shall be considered a third offense and subject to a \$250 fine. Any subsequent offense will be subject to a \$500 fine. The fine structure will reset to \$50 for the next infraction upon the 1-year anniversary of the subscribers last offense. For the purpose of data entry, hours calculated shall not include Saturday, Sunday, or USPS observed holidays. ~~For failure to submit a listing within 72 hours as required herein by Sections 2.1 - \$25.00.~~ (Adopted 10/17)
- (b) For failure to report status changes, including solds, within 48 hours as required herein by Sections 2.8, 4.6, and 4.7 - \$25.00.
- (c) For failure to submit listings in the proper property type classification(s) and/or geographic area(s) in violation of Section 3 (e) and 3.1. Herein - \$25.00
- (d) For extending a listing without authorization from the seller as required herein by Section 2.5 (d) and Section 2.15 - \$250.00.
- (e) For distribution of current copyrighted MLS compilations to persons other than Subscribers/Users licensed with a Participant and/or to members of the general public, as prescribed in Section 11. Herein - 250.00 for the first offense and \$500.00 for a second offense. For any subsequent offense, the matter shall be referred to the Board of Directors as provided in Section 8, and specifically Sections 8.2 and 8.3 of these Rules.
- (f) If a property is listed by more than one agent (co-listing), both agents must be users of WRIST to have the property displayed in the WRIST system. If a listing is entered with only one agent being a WRIST user, the listing will be subject to a \$250.00 fine for unauthorized access and will immediately be deleted from the system. (11/99)
- (g) A Return check service fee for NSF is \$30.00 for the first offense and after the second offense in a calendar year; the Participant/Subscriber must pay by certified check, cashier check or money order.
- (h) Failure to submit documentation upon the audit/ request of WRIST staff, WRIST committees, and/or WRIST Board of Directors within the specified time will result in a \$25.00 fine. The Participant will be given notification by certified mail and will be given 10 days to comply with the audit/request and pay the fine. After the 10<sup>th</sup> day, the service will be suspended to the entire Agency. The suspended Participant shall be reinstated upon payment of all outstanding charges and a reinstatement processing fee in such amount as established by the Board of Directors, provided that full remittance is received by the Service within 30 days of the effective date of suspension.

Suspension for more than 30 days constitutes expulsion, and a new application for participation must be filed accompanied by payment of full initiation fees and any and all past due amounts in order to reinstate service.

- (i) You must notify WRIST in writing (WRIST Opt-Out Form) when a listing exists, but the owner does not want it in the MLS. This will also result in a \$25.00 fine.
- (j) Improper use of the Message of the Day \_\_\_\_\_ **(this function will be available in a future release)**
- (k) The Broker must report a new licensee to the WRIST MLS and apply for membership within 15 days of licensing. \$25.00 fine per licensee. ***See example below***

(Example: Broker Jim Smith sends WRIST, Inc. MLS info sheets to sign on Agent Susie Jones December 1, 2000. WRIST, Inc. receives a copy of Agent Susie's license and sees that she received her license on October 1, 2000. The Broker will be fined \$25.00)

If the WRIST office discovers the offense, there will be a \$300.00 penalty to the Broker per licensee found in default.

(Example: WRIST, Inc. completes their audit and discovers Agent Susie Jones was licensed on October 1, 2000 with Broker Jim Smith and we have not been notified by Broker Jim Smith. The Broker will be fined \$300.00.)

Upon notification to the Broker and Agent that WRIST has discovered a licensee in default, the Broker will have 15 days from notification by certified letter to send appropriate membership application, the fees and the penalty. If all these requirements are not met by the 15<sup>th</sup> day, the MLS service to the entire Agency shall be suspended. The suspended Participant shall be reinstated upon payment of all outstanding charges and a reinstatement processing fee in such amount as established by the Board of Directors, provided that full remittance is received by the Service within 30 days of the effective date of suspension.

Suspension for more than 30 days constitutes expulsion, and a new application for participation must be filed accompanied by payment of full initiation fees and any and all past due amounts in order to reinstate service.

- (l) Failure to accurately fill in all required fields as determined by the service, Section 2.5 (e) \$25.00 fine per violation.
- (m) Failure to comply with Section 2.5 (e) & (f) branding in the remarks and photo section \$25.00 fine per violation

**Section 9.2 Penalty Noncompliance:** Failure to make required changes within forty-eight (48) hours after receipt of a penalty shall be considered a second offense, and a second penalty shall be assessed for the infraction. Upon third notification of a specific violation, computer service to the violating office/Subscriber shall be suspended until the violation is corrected and the penalties are paid.



**Section 9.3 Suspension and Expulsion:** Participants who fail to maintain licensure and/or REALTOR membership in a shareholder or other Board/Association shall automatically cease participation in the Service.

Failure by any Participant to pay within thirty (30) days of the due date all dues, fees or assessments charged to his company by the Service shall result in suspension and all service shall immediately cease, provided that at least ten (10) days' notice has been given to Participant by certified mail, return receipt requested. The suspended Participant shall be reinstated upon payment of all outstanding charges and a reinstatement processing fee in such amount as established by the Board of Directors, provided that full remittance is received by the Service within (30) days of the effective date of suspension.

Suspension for more than thirty (30) days constitutes expulsion, and a new application for participation must be filed accompanied by payment in of full initiation fees and any and all past due amounts in order to reinstate service.

**Section 9.4 Right of Appeal:** Participants shall have the right to appeal any penalty imposed pursuant to Section 9.1 and Section 9.2 to the WRIST Board of Directors, provided that such appeal must be in writing and received by the Directors within fourteen (14) days of the Participant's receipt of penalty notice. All appeals will be initially reviewed by a committee of the WRIST Board whose conclusion and recommendation s will be presented to the Board of Directors for final determination.

The Decision of the Board of Directors shall be final, except that the sanctioned Participant may request a hearing before the Professional Standards Committee of his designated shareholder Board/Association, based solely on the grounds that the WRIST Board of Directors' affirmation of the penalty was an abuse of discretion. WRIST shall be represented at such hearing(s) by the President or his designee.

## **Section 10. Ownership of MLS Compilations\* and Copyrights.**

**Section 10.1:** *By the act of submitting any property listing content to the MLS the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended 5/06)*

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

*One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as*

\$150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

- (1) Designate 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.
- 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.

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\*The term MLS compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever. (Amended 9/17)

**Section 10.2** All right, title, and interest in each copy of every Multiple Listing Service Compilation created and copyrighted by WRIST, and in the copyrights therein, shall at all times remain vested in the Western Regional Information Systems & Technology, Inc.

**Section 10.3** Each Participant shall be entitled to lease from WRIST 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 WRIST. \*\*

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 10 and 11 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 real property, and who does not, at any time, have access to nor use of the MLS information or MLS facilities of the Western Regional Information Systems & Technology, Inc.

## **Section 11. Use of Copyrighted MLS Compilations**

**Section 11.1 Distribution:** Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by WRIST, 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 or real property and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by WRIST 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 WRIST-where access to such information is prohibited by law. \*

**Section 11.2 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 11.3 Reproduction:**

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

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

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in

adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 09/17)

## **Section 12. Limitations on Use of MLS Information.**

Use of information from WRIST's compilation of current listing information, from a shareholder Board's "Statistical Report," or from any "sold" or "comparable" report of a shareholder Board/Association or of WRIST 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 a shareholder Board/Association or WRIST 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 Western Regional Information Systems & Technology, Inc., (alternatively, from the \_\_\_\_\_ Board/Association") for the period (date) through (date)."

## **Section 13. Changes in Rules and Regulations.**

**Section 13.1.** Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors of WRIST, in accordance with the provisions of the Code of Regulations of the Western Regional Information Systems & Technology, Inc.

## **Section 14. Employees.**

**Section 14.1 Operation:** The Board of Directors of the Western Regional Information Systems & Technology, Inc. will be responsible for employing such entities or persons as are deemed necessary for the efficient operation of the Service.

**Section 14.2 Direction s:** Such entities and employees shall serve at the direction of the Chief Executive Officer (CEO) of WRIST who shall be responsible for their activities, as authorized by the WRIST Board of Directors.

## **Section 15. Orientation.**

**Section 15.1 Participants and Users:** Any applicant for MLS Participation and any licensee affiliated with an MLS Participant who desires access to MLS-generated information shall complete an orientation program of no more than two (2) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within sixty (60) days after access has been provided. If offered, off site orientation program will satisfy the classroom orientation requirement. The participant (principal broker) MLS access shall be interrupted if the licensee fails to complete their orientation requirement within 60 days. Service will be restored once the orientation requirement is met (Adopted 9/2018).

Multiple listing services may, as a matter of local discretion, require applicants for MLS participation and licensees (including licensed or certified appraisers) affiliated with the MLS participant who have access

to and use of MLS-generated information to complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations, computer training related to MLS information and retrieval, and the operation of the MLS within thirty (30) days after access has been provided.

Participants and subscribers may also be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any (12) twelve month period when deemed necessary by the MLS to familiarize participants and subscribers with the system changes or enhancements and/or changes to MLS rules or policies.

Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Adopted 11/17)

## **Section 18 IDX Defined**

IDX affords MLS participants the ability to authorize limited electronic display of their listings by other participants. (Amended 5/12)

### **Section 18.1 Authorization**

Note: Select one of the following two options.

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, ~~or~~ frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis ~~as instructed by~~ where the seller has prohibited all Internet display. (Amended 5/12)

### **Section 18.2 Participation**

Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. (Amended 11/09)

#### **Section 18.2.1**

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

#### **Section 18.2.2**

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

### **Section 18.2.3**

Listings, ~~or~~ including property addresses, can be included in IDX displays except where a ~~of~~ seller ~~who~~ ~~have~~ 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))

### **Section 18.2.4**

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), ~~cooperative compensation offered by listing brokers, or~~ 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 through IDX must be independently made by each participant. (Board Approved 2-17-2022)

### **Section 18.2.5**

Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours. (Amended 9/17)

### **Section 18.2.6**

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

### **Section 18.2.7**

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

### **Section 18.2.8**

Any IDX display controlled by a participant or subscriber that

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

either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12)

### **Section 18.2.9**

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

### **Section 18.2.10**

An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 9/17)

### **Section 18.2.11**

Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The 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. (Adopted 9/17)

### **Section 18.2.12**

All listing displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant 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. (Board Approved 2/17/2022)

### **Section 18.3 Display**

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

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

#### **Section 18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., ~~cooperative compensation offers cooperative compensation offers~~, showing instructions, and property security information, ~~etc.~~) may not be displayed. (Board Approved 2/17/2022)

### **Section 18.3.1.1**

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

### ***Section 18.3.2***

*Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields. (Adopted 9/17)*

### **Section 18.3.3**

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

### **Section 18.3.4**

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

### **Section 18.3.5**

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

### **Section 18.3.6**

Deleted November 2006.

### **Section 18.3.7**

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

### **Section 18.3.8**

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



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

### **Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than ~~one hundred (100)~~ five hundred (500) listings or ~~five percent (5%)~~ fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

### **Section 18.3.10**

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

### **Section 18.3.11**

*Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended ~~05/12~~ 11/14)*

*Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 9/17)*

### **Section 18.3.12**

Display of expired, and withdrawn, ~~and sold~~ listings \*\* is prohibited. (Amended 11/15)

### **Section 18.3.13**

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

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

#### **Section 18.3.14**

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

#### **Section 18.3.15**

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

#### **Section 18.3.16**

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

#### **Section 18.4 Service Fees and Charges**

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

#### **Section 19.1 VOW Policy**

- a. A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.
- b. As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

- c. “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- d. As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by by Participants to the MLS and aggregated and distributed by the MLS to Participants.

#### **Section 19.2 VOW PARTICIPANT RIGHTS**

- a. The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).
- c. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

#### **Section 19.3 VOW PARTICIPANT RESPONSIBILTIES**

- a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
  - i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers

(hereinafter “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

- ii. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
- iii. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- b. The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant’s password.
- c. If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:
  - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

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

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

**Section 19.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's

VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

### **Section 19.6**

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

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

1. Please check either Option a or Option b

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

OR

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

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

\_\_\_\_\_  
Initials of seller

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

**Section 19.7: Comments from 3<sup>rd</sup> parties**

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

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

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

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

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

**Section 19.12:** A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. ~~cooperative compensation offered by listing broker and whether the listing broker is a REALTOR®.~~ (Board Approved 2/17/2022)

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

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

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

- a. Expired, ~~and~~ withdrawn, ~~or pending~~ ("under contract") listings. (Adopted 9/17)
- b. The compensation offered to other MLS Participants.
- c. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
- d. The seller's and occupant's name(s), phone number(s), or e-mail address (es).
- e. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.
- f. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS ~~Sold~~ information.

**Section 19.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly



identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

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

**Section 19.18:** A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, ~~and~~ the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of the listing data. (Board Approved 2/17/2022)

**Section 19.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than ~~400~~ 500 current listings and not more than ~~400~~ 500 sold listings in response to any inquiry.

The number of current or, if permitted, sold listings that Registrants may view, retrieve, or download in response to an inquiry may be limited to a reasonable number. Such number shall be determined by the MLS but no event may the limit be fewer than ~~one hundred (100)~~ five hundred (500) listings or ~~five percent (5%)~~ fifty percent (50%) of the listings in the MLS, whichever is less. (Amended 11/17)

**Section 19.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 30 days.

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

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

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

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

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