RMLS Rules & Regulations

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REGIONAL MULTIPLE LISTING SERVICE, INC. (RMLS) RULES AND REGULATIONS

SECTION 1: QUALIFICATIONS; MINIMUM SERVICE REQUIREMENTS

1.1 Qualifications. Except as set forth in this Section 1.1, no person will be entitled to access the RMLS System as a Participant unless such person is a member of a Board or Association of REALTORS® and such person holds a current, valid real estate broker's license and Cooperates; or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. No licensee may access the RMLS System as a Subscriber unless such person holds a valid real estate license or a valid real estate appraisal license and such person is affiliated with a Participant.

1.2 Participant's Minimum Service Requirements. Each licensee (including, without limitation, brokers and managers) associated with an RMLS Participant in any office participating in RMLS shall be a Subscriber unless RMLS has granted Participant a waiver with respect to such licensee as hereinafter provided. At a Participant's request, RMLS shall provide Office Service for as many of such Participant's offices as such Participant requests. See Rule 1.5 for more information on waivers.

1.3 Subscriber's Minimum Service Requirements. Each Subscriber is required to subscribe for the following minimum level of service: One (1) Basic Service. Basic Service shall entitle each Subscriber to have access to the RMLS online database in accordance with the Subscriber Agreement and these Rules and Regulations.

1.4 Changes in Service. Each Participant shall notify RMLS within 15 days upon:

a. Participant's opening of any new office for which Participant wants Office Service or the closing of any existing office that has Office Service; and
b. The beginning or termination of any licensee's association with Participant.

Closed offices and terminated Subscribers will be deleted from Participant's Agreement in accordance therewith; and new offices and Subscribers will be added.

1.5 Waivers. A Participant may obtain a waiver from the minimum service requirements of Section 1.3 above relating to any affiliated licensee for a minimum time period of six months or in the case of illness three months by delivering a statement to RMLS in which Participant and the relevant licensee certify that the licensee is contractually prohibited from doing, and does not in fact do, any of the following:

a. Transact any business listing, selling or showing properties listed only in the RMLS Multiple Listing Service;
b. Access the RMLS System (other than Personal Assistants or Administrative personnel);

c. Have access to, or use of, any lockbox access device or code permitting entry to properties listed in the RMLS System; or
d. Have contact information displayed on marketing materials for an active listed property in the RMLS system.

Upon any breach of such certification, in addition to any other rights and remedies of RMLS, RMLS shall assess fees to such licensee's Participant for Subscriber Basic Service retroactive to the date of such licensee's listing or selling activity, and such licensee shall be thereafter deemed to be a Subscriber. If a licensed Personal Assistant is found in violation of the waiver agreement, full dues back until the waiver renewal letter was signed will be due upon the Rules Committee's determination of violation. For offices located outside the area described in Rule 3.9, the contractual certification may be made by the Participant on behalf of any licensees in such office.

A Participant may obtain a waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the Principal Broker participates, provided that broker participants sign a certification for nonuse of its MLS services by their licensees.

1.6 **Orientation.** Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided. Participants and Subscribers must be given the opportunity to complete any mandated orientation remotely.

1.7 **Mandatory Training.** Participants and Subscribers may be required, at the discretion of RMLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize Participants and Subscribers with system changes or enhancements, and/or changes to MLS rules or policies. Participants and Subscribers must be given the opportunity to complete any mandated additional training remotely.

SECTION 2: FEES

2.1 **Establishment of Fees.** RMLS fees will be established periodically by the RMLS Board of Directors and will be adjusted from time to time. The current fee schedule is attached as Schedule "A".

2.2 **Failure to Pay.** Failure to pay required fees within thirty-five (35) days of the invoice date shall result in all services being suspended until the fees are paid in full. RMLS shall give at least ten (10) days notice of overdue fees prior to suspending service. A late fee may be imposed if an invoice is not paid when due, prior to the suspension of service.

2.3 **No Refunds.** Fees for prepaid services will not be refunded once the service period begins.

SECTION 3: LISTING PROCEDURES

3.1 Data Loading. Except as provided in Section 3.2 for Coming Soon-No Showing listings with a delayed marketing date and in Section 3.4 for Office Exclusive listings, listing data must be loaded into the RMLS System within 24 hours (excepting weekends, holidays, and postal holidays) after all necessary signatures have been obtained. In the case of New Construction, it is acceptable to publish a subset of sample listings in a development. Listings may be published in either of two ways:

a. Broker Load. Participants (or their authorized Subscribers having the approval of their Participant) may enter listing information with appropriate passwords;
b. RMLS Load. RMLS staff will load listing data into the RMLS System. The Participant or their authorized Subscriber(s) must provide RMLS with the completed Listing Data Input Form for each listing before RMLS will load such data. RMLS will dispose of all Listing Data Input Forms 30 days after submission.

3.2 Acceptable Listings. RMLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the Listing Broker to Cooperate with other Participants of the Multiple Listing Service acting as Buyer Agents. RMLS also accepts Commercial Lease listings. All listing contracts shall set forth the date that marketing is to begin. A listing may not contain an offer of compensation to other Participants and RMLS will not create, facilitate, or support any non-Multiple Listing Service mechanism for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives. A listing contract may be designated as Coming Soon-No Showing (CSN) status, which permits those marketing activities set forth in Rule 3.29 but prohibits all showings of the property until the date set forth in the listing contract, which may not be more than twenty-one (21) days after the date of the listing contract. Before CSN property may be shown, the listing broker shall convert the CSN listing to Active status. Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. If the date that marketing is to begin is more than 24 hours after the effective date of the Listing Agreement, entry into RMLS must occur on that date, but no other marketing can commence before that date.

The following listings will not be accepted by RMLS:

a. Undeeded Time Shares and/or Time Shares that include management company contracts
b. Residential Rental Listings
c. Net Listings
d. Open Listings

3.3 Cooperation. Within one (1) business day of marketing a property to the public, the Participant must submit the listing to RMLS for Cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public

facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

3.4 **Multiple Listing Options for Sellers.** The following are options available for listings where an Owner may wish to forego public marketing of their property:

Office Exclusive: Where the Owner has directed the Participant to not publicly market their property and to not disseminate it through RMLS to other RMLS participants and subscribers, the Participant may then take the listing as an Office Exclusive exempt listing. The Participant shall submit the RMLS Multiple Listing Options for Sellers Addendum form or equivalent document signed by the Owner to RMLS within 24 hours after all necessary signatures have been obtained on the Listing Agreement within the RMLS system. The Participant must publish Office Exclusive exempt listings through RMLS to other RMLS participants and subscribers within (1) one business day after the listing has been publicly marketed. For Commercial Lease category, no Multiple Listing Options for Sellers Addendum form is required.

Delayed Marketing: Where the Owner has directed the Participant to delay the public marketing of their property through IDX and syndication, a Delayed Marketing exempt listing shall be loaded into the RMLS system and disseminated to other RMLS participants and subscribers pursuant to Section 3.1 above. The Participant shall not be precluded from marketing the Delayed Marketing Exempt Listing in a manner consistent with the Owner's choice.

Exempt Listing Disclosure: As a condition of filing an exempt listing (Office Exclusive or Delayed Marketing) with RMLS, the Participant shall submit the RMLS Multiple Listing Options for Sellers Addendum form or equivalent document signed by the Owner to RMLS, which form must be signed by the Owner and contain the following:

- Disclosure about the professional relationship between the Participant and the Owner;
- Acknowledgement that the Owner understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through RMLS; and
- Confirmation of the Owner's decision that their listing not be publicly marketed and disseminated by RMLS to other RMLS participants and subscribers as an Office Exclusive listing or that their listing will not have immediate public marketing through IDX and syndication as a Delayed Marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission under RMLS rules.

3.5 **Proper Form.** All listings submitted to RMLS for Publication shall be on a completed RMLS Listing Data Input Form. Participants may use forms of listing contracts other than the RMLS Listing Contract Form, but all such forms shall contain such clauses as may be designated by state law and related administrative rules and by RMLS from time to time. The listing agreement must include the Owner's written authorization to submit the listing information to RMLS and contain a disclosure, in conspicuous language, that broker compensation is not set by law and is fully negotiable.

3.6 **New Construction Listings.** Listings involving new construction shall classify such construction as:

a. "New" - construction completed, but property has never been occupied and certificate of occupancy has been obtained;
b. "Under Construction" - ground broken and construction actually under way and certificate of occupancy has not yet been obtained; or
c. "Proposed" - not yet under construction.

3.7 **Manufactured Housing.** Listings involving manufactured homes must be identified. These listings are denoted as either including the sale of real property or not including the sale of real property by using the correct abbreviation in the Property Type field.

3.8 **Photographs.** Listing Brokers may submit photographs for all listings to be Published in the RMLS System Photographs shall not include people, copyrighted material, identifying or promotional information, names or locations of private entities and/or businesses, Fair Housing violations or alterations that misrepresent the property. Alterations to photographs to reflect lot lines, road names, arrows identifying the property and the names of public amenities shall be allowed so long as they are not misleading or otherwise in violation of this Rule. RMLS expressly reserves the right to deny usage of photographs that do not conform to RMLS Rules and Regulations. If there is virtual staging in any of the photographs it must be disclosed on the photograph with the “Virtually Staged” watermark. If Residential new construction has a photograph of a similar home it must be disclosed on the photograph with the “Sample Image” watermark. The first photograph of a listing in Coming Soon-No Showing status will be watermarked as “Coming Soon-No Showings”.

At the time of publication**, l**istings submitted to RMLS are required to have one (1) photograph of the exterior building view, except for bare land, which must have a photograph of the land. If the seller does not wish to have a photograph published, a Photograph Omission Form or equivalent document signed by the seller is required and must be submitted to RMLS within 24 hours of listing publication.

The exterior building view is to be photograph number one (1) if multiple photographs are submitted. Residential new construction is required to have a photograph, which may be of the floor plan or exterior elevation until the building is completed, at which time a photograph of the exterior building view must be added.

3.9 **Listings Subject To Rules and Regulations of RMLS.** Except for Office Exclusive listings and Commercial Lease listings, all listings procured through a Participant's Subscribers for properties located within the following service areas shall be loaded into the System and are immediately subject to RMLS Rules and Regulations: Oregon Counties of Baker, Clackamas, Columbia, Coos, Curry, Douglas, Gilliam, Grant, Hood River, Josephine, Lane, Morrow, Multnomah, Sherman, Umatilla, Union, Wallowa, Wasco, Washington, Wheeler, and Yamhill; and Clark, Cowlitz, Klickitat, Pacific, and Skamania counties in the state of Washington. RMLS Subscribers may add listings outside these geographically defined service areas at their discretion, which shall also be subject to RMLS Rules and Regulations. Commercial Lease listings may be added

at the discretion of the Listing Broker, but, if added, are subject to all applicable Rules and Regulations.

3.10 **Listing Input Deadline.** All listings shall be loaded by the Participant or, if the Participant requests RMLS load, delivered to RMLS, within 24 Hours of effective date of the listing agreement.

3.11 **Complete Listing Details.** Listing Brokers shall complete all required data fields in the Listing Data Input Form when a listing is loaded by the Listing Broker or submitted to RMLS for computer entry. The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings except for Auction listings which do not have a list price. The full gross listing price (Base Lease Rate in the case of Commercial Lease listings) stated in the listing contract will be included in the information published in the MLS compilation of current listings.

3.12 **Responsibility for Accuracy of Information.** Participants and Subscribers are required to submit accurate listing data and required to correct any known errors. The information published and disseminated by RMLS is communicated verbatim, without change by RMLS, as filed by the Participant. RMLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold RMLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. However, RMLS reserves the right to remove listings or portions thereof from the system in the event of certain violations of these RMLS Rules and Regulations and if RMLS has any reason to believe that any portion of the listing content may violate a third-party's intellectual property rights, be defamatory, or otherwise expose RMLS to liability.

3.13 **Exclusions From Listings.** Except for Commercial Lease listings, the exclusive right to sell listing is the form of listing submitted to RMLS in which the seller exclusively authorizes the Listing Broker to Cooperate with other brokers in the sale of the property, with no exceptions. The exclusive agency listing also authorizes the Listing Broker, as exclusive agent, to Cooperate with other brokers in the sale of the property, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right to sell listings with named prospects exempted will be distinguished in the RMLS System from exclusive right to sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospect exempted. Exclusive Agency Listings must be denoted in the List Type field as EA. A listing which excludes individually named prospective Purchasers, as may be agreed to by the Seller and Listing Broker, shall clearly indicate such exemption in the Agent/Private Remarks when loaded into the RMLS System by the Listing Broker or (in the case of RMLS load) on the Listing Data Input Form. Commercial Lease listings do not have the List Type field.

3.14 **Expiration Date on Listings.** All listing agreements for listings placed in the RMLS System shall bear a definite and final expiration date as negotiated between the Listing Broker and the Owner.

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

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service.

3.15 **Listing Multiple Unit Properties.** If several properties which are to be sold or which may be sold separately are included in one listing (for example, multiple lots in a development or two tax lots which can be sold either separately or together), each must be indicated individually in the listing. If part of a listed property has been sold, both the sale and the changes to the still listed property must be correctly reflected by adding additional listing(s).

3.16 **Listings Changes.** Any change in the listed price (base lease rate for Commercial Lease) or other change in the original listing shall be made only when authorized in writing by the Seller and shall be reported to RMLS within 24 Hours of such change.

3.17 **Accepted Offers.** The Listing Broker shall report all accepted offers, unless the negotiations are carried on by the Cooperating Broker directly with the Owner under the following circumstances:

a. The Listing Broker gives the Cooperating Broker specific authority to negotiate directly, or
b. After reasonable effort, the Cooperating Broker cannot contact the Listing Broker or his representative; however, the Listing Broker, at their option, may preclude such negotiations by Cooperating Brokers.

In these circumstances, the Cooperating Broker shall report accepted offers to the Listing Broker within 24 hours after occurrence and the Listing Broker shall report them to RMLS within 48 hours after receiving notice from the Cooperating Broker.

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

Accepted offers shall be reported as "accepted offer with bumpable buyer," “short sale pending,” "pending", “pending lease option” or "sold" within 24 hours of the effective date of such status. No status change will be accepted by RMLS without all required data. Commercial Leases must be reported as “leased” within 24 hours of the effective date of such status. If partially leased, the listing must be changed to reflect the new square footage available within 24 hours of the change. There is no “pending”, “pending lease option”, “bumpable buyer,” “short sale pending” or “sold” status for Commercial Lease listings.

a. "Accepted Offer with Bumpable Buyer". Accepted offers with bumpable buyers shall be only those listings with an accepted offer which provides: 1) that the buyer’s purchase is

contingent upon the sale of the buyer's property within a limited time; 2) the buyer's property is in a category which can be listed in RMLS; and 3) that if the seller receives another acceptable offer, the first buyer has a specified period to remove the contingency. A property may not remain in "active" status if an offer has been accepted with the foregoing terms. "Accepted offer with bumpable buyer" sales will remain as searchable listings in "BMP" status in the RMLS System until the buyer is no longer bumpable and the appropriate status change is reported.

b. "Short Sale Pending". Short sale pending offers shall include only those listings: 1) where there is a Short Sale as defined in section 3.26; 2) where the Seller has accepted the offer; and 3) where the 3rd Party approvals have not yet been obtained. A property may not remain in "active" status if it meets these conditions, but "Short sale pending" sales will remain as searchable listings in "SSP" status in the RMLS System until a status change is reported. Once third party approvals have been obtained, the listing status must be changed from "Short Sale Pending" to "Pending", after which they will not be searchable as "active" or as "SSP" listings.

c. "Pending". Any accepted offer except "accepted offers with a bumpable buyer" and "short sale pending" shall be reported as "pending." Listings with "pending" sales will not remain as active listings, but will remain in the RMLS System as "pending" until reported "sold", "canceled", "withdrawn" or placed back on the market due to the failure of the sale. "Pending" sales will not expire when the expiration date is reached unless the status is changed.

d. "Pending Lease Option". Any accepted offer with lease option terms shall be reported as "pending lease option." Listings with "pending lease option" sales will not remain as active listings, but will remain in the RMLS System as "pending lease option" until report "sold", "canceled", "withdrawn", "pending", or placed back on the market due to the failure of the sale. "Pending lease option" sales will not expire when the expiration date is reached unless the status is changed.

e. "Sold". Any property that has closed shall be reported as "sold", indicating the sold date, sold price, selling office and selling agent.

f. "Leased". Any property in the Commercial Lease category that has been leased shall be reported as "leased", indicating the leased date, leased square footage, and cooperating office and agent.

3.18 Sale Fail of Pending, Pending Lease Option or Accepted Offer with Bumpable Buyer Sales. The Listing Broker shall report the appropriate change of status of any "pending", "pending lease option" or "accepted offer with bumpable buyer" sale to RMLS within 24 hours of such sale failure.

3.19 Withdrawal or Cancellation of Listing Prior to Expiration. Listings may be withdrawn from RMLS by the Listing Broker before the expiration date of the listing agreement provided the Listing Broker obtains a written statement signed by the Owner stating their desire to withdraw such listing from RMLS. Such statement shall be provided to RMLS upon request. Withdrawn

signifies that the listing employment contract remains in force except that the property is being removed from RMLS and will no longer be actively marketed or advertised unless it is an Office Exclusive as defined in Rule 3.4. Withdrawn listings will expire on their expiration date. Listings may also be cancelled prior to their expiration date. Cancelled signifies that the listing contract is cancelled and terminated.

Sellers and lessors do not have the unilateral right to require RMLS to withdraw a listing without the Listing Broker's concurrence. However, when a seller/lessor can document that their exclusive relationship with the Listing Broker has been terminated, RMLS may cancel the listing at the request of the seller/lessor.

3.20 **Listings of Suspended and Expelled Participants.** When a Participant of RMLS is suspended or expelled from RMLS 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 any other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently in RMLS from the suspended or expelled Participant shall, at the option of the Participant, be retained in RMLS until sold, withdrawn, canceled or expired, and shall not be renewed or extended by RMLS beyond the expiration date of the listing agreement in effect when the suspension or expulsion became effective. Notwithstanding the above, if a Participant has been suspended or expelled from RMLS for a violation of the law, violation of NAR policies and/or any other cause which, in the sole opinion of RMLS, creates potential or actual liability for RMLS and/or its Participants and Subscribers, RMLS may remove the Participant's listings from RMLS. If a Participant has been suspended or expelled from a Board or Association of REALTORS® or RMLS (or both) for failure to pay appropriate dues, fees, or charges, RMLS is not obliged to provide services, including continued inclusion of the suspended or expelled Participant's listings in the MLS System. Prior to any removal of a suspended or expelled Participant's listing from RMLS, the suspended or expelled Participant shall be advised in writing by RMLS of the intended removal so that the Participant may advise its clients.

3.21 **Listings of Resigned Participants.** When a Participant resigns from RMLS, RMLS shall discontinue publishing of such Participant's listings after written notice.

3.22 **RMLS Lockbox System.** RMLS shall provide a lockbox system to active Subscribers legally eligible for RMLS access for the purpose of legitimate real estate business subject to their execution of a user agreement. This agreement shall provide that lockbox access devices may not be used under any circumstances by anyone other than the lockbox system user. The only exception is where the Listing Broker provides a code to a specific user with owner permission. The lockbox system shall be provided by a recognized lockbox vendor and it shall comply with current NAR® security requirements.

3.23 **Fair Housing.** RMLS, its Participants and Subscribers support and will comply in all respects with all federal, state, and local fair housing laws, including, without limitation, the Federal Fair Housing Amendments Act of 1988 which prohibits, among other things, discrimination in real estate transactions based upon race, sex, color, religion, disability, familial status or national origin. State of Oregon law prohibits discrimination based on sexual orientation, gender identity, marital status and source of income.

3.24 **Limited Representation Listings.** Limited Representation listings are listing agreements under which the Listing Broker will **NOT** provide one, or more, of the following services:

a. accept and present to the Owner(s) offers to purchase procured by Cooperating Brokers but instead give Cooperating Brokers authority to present offers to purchase directly to the Owner(s)
b. advise the Owner(s) as to the merits of offers to purchase
c. assist the Owner(s) in developing, communicating, or presenting counter-offers
d. participate on the Owner's(s') behalf in negotiations leading to the sale of the listed property

Limited representation listings must be identified by entering the designation "LR" in the RMLS System, so potential Cooperating Brokers will be aware of the extent of the services the Listing Broker will provide to the Owner(s), and any potential for Cooperating Brokers being asked to provide some or all of these services to the Listing Brokers' clients, prior to initiating efforts to show or sell the property. This section does not apply to the Commercial Lease category.

3.25 **Personal Promotion and Contact Information in Public Remarks and on Photos Prohibited.** Listings submitted to RMLS may be used to provide information pertinent to the listed property only and may not be used to provide broker, seller or lessor contact information, or to advertise a Subscriber's services to the public by way of direct or indirect advertising or "branding" of the listing data (through linking or otherwise), including photograph(s). This rule does not prohibit the inclusion of the builder's name on "resale" properties. This rule does not prohibit the incidental inclusion of yard signs in photographs. "Virtual tours" and "Video Tours" may not include "branding" or personal advertising in the body of the tour. RMLS may remove personal promotion from public remarks or photo(s) with personal promotion.

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

3.27 **Availability for Showing.** All active listings shall be available for showing immediately upon entry into the RMLS system, excluding listings which require all offers to be made contingent on interior inspection with the exception of:

a. Commercial Lease listings
b. Auction listings
c. Coming Soon-No Showing listings
d. Listings in which there is an uncooperative tenant who will not grant access to the property, and there is a written request from the owner of the property or the asset manager for an occupied REO listing noted in the private remarks.

Listings cannot restrict showing until a future date.

For listings that are tenant occupied and where the tenant is uncooperative and will not grant access to the property, the Participant shall submit within the RMLS system the Uncooperative Tenant Unavailable for Showings form or equivalent document signed by the owner or an asset

manager for REO listing to RMLS within 24 hours after all necessary signatures have been obtained.

3.28 **Sold, Not Listed Records.** RMLS Subscribers may enter information on properties sold to a represented buyer that were not listed in the RMLS System, which can include properties offered For Sale By Owner, through a non-RMLS broker, or listed with an RMLS Participant office as an office exclusive where the listing office declines or elects to enter the information after the sale. The Agent entering the information is responsible for the accuracy of the content. These records will be clearly marked with a status "Sold, Not Listed". Submission of listing of sold properties not filed with RMLS by participants for comparable purposes requires the authority of the buyer or seller. This section does not apply to the Commercial Lease category.

3.29 **Coming Soon-No Showings Listings.** The Coming Soon-No Showing status is for short term use to prepare for Active status, and can only be used for 21 days or less.

Coming Soon-No Showing status listings are displayed in the MLS system and are included in the MLS advertising data feeds. The Listing Broker may place a "Coming Soon" sign and flyer at the property. If a sign or flyer is installed at the property, the sign or flyer must include the words "Coming Soon". A property in Coming Soon-No Showing status may be advertised in any manner or medium and may be displayed on print advertisement, on the Internet, on broker, agent, public or syndication websites and mobile apps and through public social media postings.

However, properties in Coming Soon-No Showing status may not be shown. Any showing of a property in Coming Soon-No Showing status disqualifies the property from that status and constitutes a rules violation. If the property is to be shown, the status must be first be changed to Active before the showing occurs.

Listing Broker is required to input a Date Showings to Begin (List Date) to place a listing in the Coming Soon-No Showing status. The listing will automatically transition from Coming Soon-No Showing to Active on the List Date. Once the listing moves to Active, it cannot revert back to Coming Soon-No Showing status. The calculation of DOM will begin on the List Date.

Broker Tours and Open Houses are prohibited for properties in Coming Soon-No Showing status.

3.30 **Reporting Resolution of Contingencies.** The Listing Broker shall report to RMLS within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

3.31 **Reporting Cancellation of Pending Sale.** The Listing Broker shall report immediately to RMLS the cancellation of any pending sale, and the listing shall be reinstated immediately.

3.32 **Property Address**. 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.

3.33 **Listing Manipulation/Refreshing of MLS #**. Listings must reflect an accurate status at all times and shall not be manipulated and/or refreshed for purposes of changing a listing number. A listing may not be deactivated through a change of status, such as to Canceled or Expired, then be reactivated to cause the listing to appear as a new listing.

SECTION 4: COMMISSIONS

4.1 **No Control of Commission Rates or Fees Charged By Participants.** RMLS shall not fix, control, recommend, suggest or maintain commission rates, fees or other compensation for services to be rendered by Participants or Subscribers in any manner whatsoever. Further, RMLS shall not fix, control, recommend, suggest or maintain the division of commissions, fees or other compensation between cooperating Participants or among Participants, Subscribers and others.

4.2 **No Compensation Specified on MLS Listings.** Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the Multiple Listing Service. Use of RMLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and shall result in RMLS terminating the Participant's access to any RMLS data and data feeds.

RMLS must not have a rule requiring the Listing Broker to disclose the amount of total negotiated commission in their listing contract and RMLS shall not publish the total negotiated commission on a listing which has been submitted to RMLS by a Participant. RMLS prohibits disclosing in any way the total commission negotiated between the seller and the Listing Broker, or total broker compensation (i.e., combined compensation to both the listing brokers and buyer brokers).

4.3 **Disclosures of Compensation.** Participants and Subscribers must:

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

4.4 **Division of Commission with Non-Subscribers.** RMLS shall make no rule on the division of commissions between Participants and non-Subscribers. This should remain solely the responsibility of the Listing Broker.

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

4.6 **Services Advertised as "Free".** 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.

4.7 **No Filtering of Listings**. Participants and Subscribers must not filter out or restrict MLS listings that are communicated to consumers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

SECTION 5: SHOWING PROCEDURES

5.1 **Written Buyer Agreement.** Unless inconsistent with state or federal law or regulation, all Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. RMLS reserves the right to require Participants to provide a copy of a written buyer agreement as a condition to touring listed properties. The written agreement shall contain such clauses as may be designated by state law and related administrative rules and by RMLS from time to time and must include:

a. A specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
b. The amount of compensation in a manner that is objectively ascertainable and not open-ended;
c. A term that prohibits the Participant from receiving
d. for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
e. A conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

5.2 **Showings.** The appointment for showing of listed property shall be arranged as indicated in the RMLS Listing Data Input Form.

b. A Cooperating Broker or Appraiser may use the lockbox access device to enter a listing whose status is Active, Bumpable or Short Sale Pending, only in accordance with the instructions on the RMLS Listing Data Input Form or in accordance with the express instructions of the Listing Broker or Owner.
c. A Cooperating Broker or Appraiser may use the lockbox access device to enter a listing whose status is other than Active, Bumpable or Short Sale Pending, only with the express permission of the Listing Broker or Owner.
d. A Listing Broker, Cooperating Broker or Appraiser may not use the lockbox access device to enter a listing whose status is Coming Soon-No Showing.

e. A property in Coming Soon-No Showing status cannot be shown.
f. If the Listing Broker's representative is to accompany a Cooperating Broker on the showing of a listing, that requirement must be included in the RMLS Listing Data Input Form and the Listing Broker must have a representative available to accompany the showing at the convenience of the Owner and customer.
g. No Participant or Subscriber may require from a Cooperating Broker a prospective Purchaser's address or telephone number.
h. By entering a listed property with a buyer, a Participant and/or Subscriber represents that they have a valid written agreement with the buyer.

SECTION 6: OFFERS AND NEGOTIATIONS

6.1 **Appointments for Presenting Offers.** Appointments for presenting offers and negotiations with the Owner for the purchase or lease of listed property shall be conducted through the Listing Broker unless the Listing Broker gives the Cooperating Broker specific authority to present an offer and deal directly with the Owner.

6.2 **Timely Presentation of Offers and Counter-Offers.** Per the Code of Ethics, the Listing Broker or representative must present all offers as soon as possible or give the Cooperating Broker satisfactory reason for not doing so. The Listing Broker shall submit to the seller or lessor all written offers until closing unless precluded by law, government rule, regulation or agreed otherwise in writing between the seller or lessor and Listing Broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the Listing Broker shall recommend that the seller or lessor obtain the advice of legal counsel prior to acceptance of the subsequent offer. The Cooperating Broker (buyer agent) shall submit to the buyer or lessee all offers and counter-offers until acceptance, and shall recommend that buyers and lessees obtain the advice of legal counsel when there is a question about whether a pre-existing contract has been terminated.

6.3 **Right of Cooperating Broker in Presentation of Offer.** The Cooperating Broker (buyer agent) or their representative has the right to participate in the presentation to the seller or lessor of any offer they secure to purchase or lease. They do 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 or lessor's written instructions. None of the foregoing diminishes the Listing Broker's right to control the establishment of appointments for such presentations.

Where the Cooperating Broker is not present during the presentation of the offer, the Cooperating Broker can request in writing, and the Listing Broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

6.4 **Right of Listing Broker in Presentation of Counter-Offers.** The Listing Broker or their representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. They do not have the right to be present at any discussion or evaluation of a

counter-offer by the purchaser or lessee**.** However, if the purchaser or lessee gives written instructions to the Cooperating Broker that the Listing Broker not be present when a counter-offer is presented, the Listing Broker has the right to a copy of the purchaser's or lessee's written instructions. Such statement shall be supplied to the Listing Broker upon request.

6.5 **Refusal to Sell.** If the seller or lessor of any listed property filed with RMLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to RMLS and shall be transmitted to all Participants.

6.6 **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: PROHIBITIONS

7.1 **Information for Participants Only.** Any listing filed with RMLS shall not be made available to any broker or firm not a Subscriber of RMLS without the prior consent of the Listing Broker.

7.2 **No Disclosure of Password.** Each RMLS Subscriber is provided a Password for accessing the RMLS System, which is for their personal and exclusive use only, and which may not be disclosed or given to any other person.

7.3 **Advertising of Listing Placed in RMLS.** No listing shall be advertised by any Participant or Subscriber other than the Listing Broker without the prior consent of the Listing Broker.

7.4 **Solicitation of Listing Placed in RMLS.** Participants shall not solicit a listing on property listed with RMLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

> **Note:** This section is to be construed in a manner consistent with Article 16 of the Code of Ethics. This section is intended to encourage Sellers or Lessors to permit their properties to be Published in the RMLS System by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.
>
> Without such protection, a seller or lessor could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.
> This section is intended to encourage brokers to participate in RMLS Service by assuring them that other Participants and Subscribers will not attempt to persuade the Seller or Lessor to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, Listing Brokers would be most reluctant to reveal the identity of the Seller (Lessor) or the availability of the property to other brokers.

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

7.5 **Use of the Terms MLS and Multiple Listing Service.** No MLS Participant, Subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, Subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

7.6 **For Sale Signs.** Only the for sale sign of the Listing Broker may be placed on a property.

7.7 **Sold Signs.** Prior to closing, only the sold sign of the Listing Broker may be placed on a property, unless the Listing Broker authorizes the Cooperating (selling) Broker to post such a sign.

SECTION 8: OWNERSHIP OF DATA, COPYRIGHTS, AND INTERNET POLICY

8.1 **Confidentiality of RMLS Information.** Any information Published by RMLS shall be considered the official information of RMLS. Such information is confidential and intended for the exclusive use of Participants and Subscribers in connection with the sale or lease or appraisal of property Published in the RMLS System. Any reproduction, publication or other use of such information without the express written consent of RMLS is prohibited. Any disclosure of passwords that allow access to the RMLS System, including but not limited to the Subscriber-only site RMLS*web*.com, is prohibited.

8.2 **Limitations on Use of RMLS Information.** Use of information from RMLS compilation of current listing information, from the RMLS statistical report, or from any sold or comparable report of RMLS for public mass-media advertising by an RMLS Participant or in other public representation, 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 RMLS 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 RMLS for the period (date) through (date).*

8.3 **Authority to Publish.** By the act of submitting any property listing content to RMLS, the Participant represents and warrants that Participant is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing 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.

Each Participant who submits listing content to the MLS agrees to defend and hold the MLS and every other Participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

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:

- 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.
- Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- 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.
- Have no actual knowledge of any complained-of infringing activity.
- Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- 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.

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by RMLS and in the copyrights therein, shall at all times remain vested in RMLS.

8.4 **Reproduction.** No Participant or Subscriber shall reproduce any portion of the RMLS System, including, without limitation, any RMLS on-line computer system, or any data therein contained, without the express written consent of RMLS. Notwithstanding the foregoing, Participants and Subscribers may reproduce from the on-line computer system and distribute property listing data to prospective Purchasers for a maximum of 500 properties for the sole purpose of selling such properties to such prospective Purchasers, or, in the case of the Commercial Lease category, for the sole purpose of leasing such properties to prospective Lessees.

Reproductions made in accordance with this Section 8.4 shall be prepared in such a fashion that property listing data of the properties other than that in which the prospective Purchaser or Lessee has expressed interest, or in which the Participant or their Subscriber are seeking to promote interest, does not appear on such reproduction.

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

Any RMLS information, whether provided in written, printed, electronic or any other form or format, is provided for the exclusive use of the Participant and those Subscribers 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 other person, including provision of access through dissemination of Passwords, which is prohibited.

None of the foregoing shall be construed to prevent any person legitimately in possession of current listing information, "sold" information, "comparable" information or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any RMLS content in data feeds available to Participants for real estate brokerage purposes will be available to Participants for valuation purposes, including automated valuations, through either an existing data feed or a separate data feed at the discretion of RMLS. RMLS requires execution of a data license agreement for all data feeds, and payment of data access fees according to the current fee schedule. 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.

8.5 **Distribution.** Participants shall at all times maintain control over, and responsibility for, RMLS printed computer reports provided to them by or on behalf of RMLS, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participants. 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.

8.6 **Nondisclosure.** No Participant or Subscriber shall disclose, disseminate, copy, or use the equipment, computer programs or related documentation (including without limitation any security features) provided under the Participant and Subscriber Agreements other than for performing the functions described in the documentation in the ordinary course of business, and shall keep the System and its computer programs, including related documentation, confidential.

8.7 **Scope of Use.** No Participant or Subscriber shall allow any other person or persons to use the equipment, computer programs, documentation, data or other information provided to Participant or Subscriber under the Participant or Subscriber Agreements other than in the ordinary course of business without the prior written consent of RMLS.

8.8 **Ownership of Database.** All data, databases and information provided to Participants and Subscribers or contained at any time within the System database shall be and remain the sole and exclusive property of RMLS except as provided in licensing agreements executed between RMLS and their providers. The Participant and Subscriber Agreements grant such persons a license only to use and access such data for the purpose and to the extent necessary to carry on their business in the ordinary course, and no Participant or Subscriber shall disclose, disseminate, copy or use such data other than in the ordinary course of business, and shall keep all such data confidential. The Participant and Subscriber Agreements are not intended to give Subscribers any rights of ownership in any provider, vendor, hardware, software, data or databases of RMLS which are and shall remain at all times the exclusive property of RMLS and their providers, as the case may be. Participants and Subscribers must keep their Passwords confidential and must not allow others to use them.

Each Participant shall be entitled to lease from RMLS a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Association. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

8.9 **Internet Advertising Policy.** No Participant's listings will be displayed on any web site by RMLS without the consent of the Participant. Any such display permitted by the Participant shall be subject to such additional conditions as may be established from time to time by the RMLS Board of Directors.

8.10 **Access to Comparable and Statistical Information.** Members of the local Boards or Associations of REALTORS® serving the areas in which RMLS operates who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building, but who do not participate in RMLS, are nonetheless entitled to receive by purchase all information other than current listing information that is generated by RMLS, including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of members and affiliates of local Boards and Associations who are also engaged in the real estate business, and this information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office or firm, except as provided in

these Rules and Regulations and in any license agreement or purchase agreement required by RMLS with respect to such information.

8.11 **Photo Rights.** Participant's submission of a photograph to RMLS for publication by RMLS as a part of Participant's listing data constitutes Participant's representation that Participant has the right to authorize and hereby authorizes RMLS to either publish or sub-license others to publish the photograph as set forth in Section 8.3 above. Participant agrees to indemnify RMLS in the event of any litigation brought against RMLS or any of its authorized licensees of RMLS data relating to the reproduction of the photograph by the RMLS or other authorized entities.

SECTION 9: INTERNET DATA EXCHANGE (IDX)

9.1 **Definition.** IDX affords RMLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings.

9.2 **Authorization.** Participants' consent for display of their listings by other Participants pursuant to these Rules and Regulations is presumed unless a Participant affirmatively notifies RMLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated RMLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

9.3 **Participation.** Participation in IDX is available to all RMLS Participants who consent to display of their listings by other Participants. Participants must notify RMLS of their intention to display IDX information and must give RMLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

RMLS 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.

Participants must refresh all RMLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

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

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, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant.

Participants and Subscribers must not filter out or restrict RMLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. Use of RMLS data or data feeds to directly or indirectly establish a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and shall result in RMLS terminating that Participant's access to any RMLS data and data feeds.

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 RMLS database available to any person or entity.

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 RMLS Rules and Regulations.

(a) The following applies to an IDX display controlled by a Participant or Subscriber that:

(i) 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

(ii) 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 RMLS 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 9.3.b, 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.

(b) 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 RMLS 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.

All listings 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.

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

9.4 **Display.** Listings displayed pursuant to IDX shall contain only those fields of data designated by RMLS. Display of all other fields (as determined by RMLS) is prohibited. Confidential fields intended only for other RMLS Participants and users (e.g., showing instructions, and property security information) may not be displayed.

Participants (or Subscribers subject to their Participant's consent and control) 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 RMLS Participant (or 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.

Participants shall not modify or manipulate information relating to other Participants' listings. MLS Participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from 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.

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.

All listings displayed pursuant to IDX shall show RMLS 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.

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 RMLS. RMLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or RMLS 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.

Display of expired, withdrawn, and canceled listings is prohibited.

SECTION 10: VIRTUAL OFFICE WEBSITE (VOW)

10.1 (a) A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search RMLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with their 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 10 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 RMLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use RMLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to RMLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 10 of these Rules, the term “RMLS Listing Information” refers to active listing information and sold data provided by Participants to RMLS and aggregated and distributed by the RMLS to Participants.

10.2 (a**)** The right of a Participant’s VOW to display RMLS Listing Information is limited to that supplied by RMLS. However, a Participant with offices participating in other 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 RMLS Participants whose listings will be displayed on the Participant's VOW.

10.3 (a) Before permitting any consumer to search for or retrieve any RMLS Listing Information on their 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 their 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 RMLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of RMLS Listing Information or a violation of RMLS rules, the Participant shall, upon request of RMLS, 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 RMLS, 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 RMLS's ownership of, and the validity of RMLS's copyright in, the RMLS 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 RMLS, and other RMLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with RMLS 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.

10.4 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.

10.5 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of RMLS 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 RMLS.

10.6 (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 RMLS 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 the Seller Internet Opt-Out Form provided by RMLS or a document that includes substantially similar provisions.

(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.

10.7 (a) Subject to subsection (b), a Participant's VOW may allow third parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The Listing Broker or agent shall communicate to RMLS 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 10.8, 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."

10.8 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 RMLS 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.

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

10.10 Except as provided in these rules, the National Association of Realtors® VOW Policy, or any other applicable RMLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the RMLS Listing Information to any person or entity.

10.11 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.

10.12 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.

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

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

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

a. The existence or level of compensation offered to other RMLS Participants or the name of a brokerage or agent.

b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

c. The seller's and occupant's name(s), phone number(s), or e-mail address(es).

d. Instructions or remarks intended for Cooperating Brokers only, such as those regarding showings or security of listed property.

10.16 A Participant shall not change the content of any RMLS Listing Information that is displayed on a VOW from the content as it is provided in RMLS. The Participant may, however, augment RMLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable RMLS 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 RMLS 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.

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

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

10.19 A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

10.20 A Participant may display advertising and the identification of other entities ("co-branding') on any VOW the Participant operates or that is operated on their 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.

10.21 A Participant shall cause any listing displayed on their VOW that is obtained from other sources, including from another MLS or from a broker not participating in RMLS, to identify the source of the listing.

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

10.23 A Participant shall cause any listing that is displayed on their 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 listing data.

SECTION 11: ENFORCEMENT OF RULES AND REGULATIONS

11.1 **Consideration of Alleged Violations.** The Rules and Regulations Committee of the RMLS Board of Directors shall give consideration to all written complaints from Participants, Subscribers, and RMLS Staff alleging violations of the Rules and Regulations. By becoming and remaining a Participant or subscriber in this MLS, each Participant and subscriber agrees to be subject to these rules and regulations and any other MLS governance provision, the enforcement of which are determined by RMLS staff, Rules and Regulations Committee, and the RMLS Board of Directors.

When requested by a complainant, RMLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original

complainant does not consent to participating in the process, RMLS will appoint a representative to serve as the complainant.

RMLS reserves the right to reject, alter and/or remove any listings which violate these Rules and Regulations, violate any applicable law or regulation, or create potential liability for RMLS, in its sole discretion.

11.2 **Violations of Rules and Regulations.** All Participants and Subscribers, except for Subscribers that are not members of the National Association of REALTORS®, are subject to the standards of the Professional Standards Manual of the National Association of REALTORS®. If the alleged offense is a violation of a Participant Agreement, Subscriber Agreement or these Rules and Regulations and does not involve a charge of alleged professional misconduct or request for arbitration, it may be considered and determined by the Rules & Regulations Committee, and, if a violation is determined, the Rules & Regulations Committee has the power to impose a sanction. Such sanction may include immediate removal of any information from a listing which violates these Rules and Regulations. The recipient of such sanction may request a hearing before a Hearings Panel established by the RMLS Board of Directors by filing a written request for such hearing within twenty (20) days following receipt of the Rules & Regulations Committee's decision. The hearing shall be conducted by the Hearings Panel in substantial accordance with the procedures applicable to Professional Standards Hearings under the Professional Standards Manual of the National Association of REALTORS®. The Hearing Panel may reduce or eliminate (but not increase) the sanction imposed by the Rules & Regulations Committee. The recipient of such sanction may appeal the decision of the Hearing Panel to the RMLS Board of Directors by filing a written appeal within twenty (20) days following receipt of the Hearings Panel's decision. Decisions of the Hearings Panel shall be automatically reviewed by the RMLS Board of Directors, which may ratify the decision of the Hearings Panel, or, in the alternative, may reduce or eliminate (but not increase) any sanctions imposed by the Hearings Panel.

11.3 **Complaints of Unethical Conduct.** All other complaints of unethical conduct and/or refusal to arbitrate shall be referred by the Board of Directors of RMLS to the appropriate Board or Association of REALTORS® for action in accordance with procedures outlined in such Board's or Association's Bylaws. Shareholders should assist each other in the endeavor to ensure the greatest degree of compliance possible.

11.4 **Complaints of Unauthorized Use of Listing Content.** Any Participant who believes another Participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No Participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 11.4 of the MLS rules.

Upon receiving a notice, RMLS will send the notice to the Participant who is accused of unauthorized use. Within ten (10) days from receipt, the Participant must either: 1) remove the

allegedly unauthorized content, or 2) provide proof to RMLS that the use is authorized. Any proof submitted will be considered by RMLS, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If RMLS determines that the use of the content was unauthorized, RMLS may issue a sanction pursuant to Section 12.1 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of RMLS's determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

11.5 **MLS Rules Violations.** MLS Participants may not take legal action against another Participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these rules.

SECTION 12: SANCTIONS FOR VIOLATIONS

12.1 **Sanctions.** Failure to comply with the Rules and Regulations of RMLS may result in action taken as described in Section 11.2 above. In addition to any other rights and remedies of RMLS or other affected parties, the following specific violations carry the potential fines and sanctions listed below.

RMLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

a. letter of warning
b. letter of reprimand
c. attendance at MLS orientation or other appropriate courses or seminars which the Participant or subscriber can reasonably attend taking into consideration cost, location, and duration
d. appropriate, reasonable fine not to exceed $15,000
e. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than six (6) months, except suspensions for failure to pay appropriate dues, fees, or charges
f. expulsion from MLS and termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed one (1) year.

Violation	Description	Fine Amount	Rule
Extensions	Input Over 24 Hours from Extension	$100 Fine	3.14

Incorrect or Missing Information in Required Fields	Each Incidence	$100 Fine	3.11 3.12
Price Change or Square Footage Change in Commercial Lease category	Input Over 24 Hours from Price Change	$100 Fine	3.16
Input or Status Change Over 24 Hours	Input Over 24 Hours from • Effective Date (NEW, CSN) • Seller's or 3rd Party (for Short Sales) Acceptance (PEN) • Seller's or 3rd Party (for Short Sales) Acceptance (POP, BMP, SSP) Input Over 24 Hours from • Effective Date (SLD, LSE) Input Over 24 Hours from • Sale Fail / Back on Market (BOM)	$200 Fine $100 Fine $100 Fine	3.1 3.17 3.18
Incorrect Selling Agent/Office Information	Each Incidence	$100 Fine	3.12
Limited Representation	Failure to designate a limited representation listing as such	$200 Fine	3.24
Availability for Showing	Restricting showing to a future date.	$300 Fine	3.27
Personal Promotion in Internet (Public) Remarks, Video/Virtual Tours, and/or on Listing Photo(s)		First Offense $100 Fine Second Offense $250 Fine Third Offense and Subsequent Offenses $500 Fine	3.25
Waivers	For violation of the waiver agreement.	Participant Broker $250 Fine Licensee $250 Fine	1.5

		Note: In the case of a licensed Personal Assistant, in addition to Fines, Subscriber Basic Service fees are retroactive from the date when the waiver agreement was signed.	
Lockbox Access	For unauthorized use of RMLS lockbox access device or method, fine of up to Fifteen Thousand Dollars ($15,000), in an amount to be determined by RMLS Rules & Regulations Committee and/or suspension or expulsion from RMLS.		3.22 5.1
PASSWORD	For unauthorized disclosure of Password to RMLS System or otherwise providing unauthorized access to RMLS System or data to another person, fine of up to Fifteen Thousand Dollars ($15,000), in an amount to be determined by RMLS Rules & Regulations Committee and/or suspension or expulsion from RMLS.		7.2
Marketing of Listing Prior to RMLS Publication	For marketing which commences before the date the listing is required to be entered in the RMLS, a fine of up to One Thousand Five Hundred Dollars ($1,500), in an amount to be determined by the RMLS Rules and Regulations Committee.		3.2
Failure to Have Written Certification by Owner Prior to Loading Exempt Listing	For failing to have an Owner sign a written certification regarding an Office Exclusive and/or Delayed Marketing exempt listing which complies with the requirements set forth in Section 3.4, a fine of up to One Thousand Five Hundred Dollars ($1,500), in an amount to be determined by the RMLS Rules and Regulations Committee.		3.4
Showing a Property in Coming Soon-No Showing Status	For showing a property that is in Coming Soon-No Showing status, a fine of up to One Thousand Five Hundred Dollars ($1,500), in an amount to be determined by the RMLS Rules and Regulations Committee assessed to the Listing Broker and/or Cooperating Broker.		3.29
Listing Manipulation/ Refreshing	For manipulating a listing for the purpose of causing the listing to appear as new, a fine of up to One Thousand Five Hundred Dollars ($1,500), in an amount to be determined by the RMLS Rules and Regulations Committee.		3.33
Solicitation of Listing	For solicitation of a listing under contract (i.e.: Active (ACT), Bumpable Buyer (BMP), Short Sale Pending (SSP), Pending (PEN), Pending Lease Option (POP), Withdrawn (WTH), or Coming Soon-No Showing (CSN)), a fine of up to Two Thousand Five Hundred Dollars ($2,500), in an amount to be determined by the RMLS Rules and Regulations Committee.		7.4

Specifying on MLS Listings	For making an offer of compensation in MLS and/or using RMLS data or data feeds to directly or indirectly establish a platform to make offers of compensation from multiple brokers, a fine of up to Five Thousand ($5,000), in an amount to be determined by the RMLS Rules and Regulations Committee.	4.2
Filtering of Listings	For filtering out or restricting MLS listings based on compensation or the name of a brokerage or agent, a fine of up to Five Thousand ($5,000), in an amount to be determined by the RMLS Rules and Regulations Committee.	4.7
Failure to Have Written Buyer Agreement Prior to Showing	For failing to enter into a written agreement with a buyer prior to touring a property, a fine of up to Five Thousand ($5,000), in an amount to be determined by the RMLS Rules and Regulations Committee.	5.1
Use of RMLS Data or Data Feeds to Establish a Platform for Offers of Compensation by Multiple Brokers	For using RMLS data or a data feed to establish a platform for offers of compensation by multiple brokers, a fine of up to Fifteen Thousand ($15,0000), in an amount to be determined by the RMLS Rules and Regulations Committee.	9.3

12.2 **Required Hearings for Multiple Sanctions.** Participants and Subscribers can receive no more than three (3) sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more sanctions for violations of listing information provided by Participants and Subscribers before requiring a hearing. RMLS must send a copy of all sanctions against a Subscriber to the Subscriber's Participant and the Participant is required to attend the hearing of a Subscriber who has received more than three (3) sanctions within a calendar year.

SECTION 13: DEFINITIONS

As used in these Rules and Regulations, the following terms shall have the meaning stated below:

13.1 **Buyer Agent.** The broker who represents or has an agreement with a buyer or prospective buyer with respect to a transaction or proposed transaction is a Buyer's Agent.

13.2 **Cooperating Broker.** Broker acting as a Buyer Agent (or in other agency or nonagency capacities defined by law), who is selling or leasing the property of a Listing Broker.

13.3 **Cooperation and/or Cooperate.** The obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

13.4 **Integrated Tax Services.** A portion of RMLS System services providing Participants and Subscribers the ability to access county tax data.

13.5 Listing Broker. RMLS Participant who lists a property for sale or lease.

13.6 Lockbox Access Devices. SentriCard® and SentriKey Real Estate app.

13.7 Office Service. Office services provided to a Participant pursuant to this Agreement, including permitting a user with the appropriate access code using certain equipment to access and interface with all functions, features and levels of On-line System Services intended for Participants.

13.8 On-Line System Services. The services available through RMLS*web* Intranet System.

13.9 Owner(s). The person(s) having legal ownership of the property or the person(s)' authorized agent or person(s) having the legal right to sell or lease the property, except that the owner shall not include a person(s) who merely has the right to purchase the property, but does not yet own it. The preceding sentence shall not prevent RMLS from accepting listings from a company providing bona fide relocation services, regardless of whether such company actually goes into title to the property.

13.10 Participant. The REALTOR® Principal of any firm, partnership or corporation designated by such firm, partnership or corporation, who shall have all rights, benefits and privileges of RMLS Office Service Access, and shall accept all obligations to RMLS for the Participant's firm, partnership or corporation and for compliance with the Rules and Regulations of RMLS by all Subscribers affiliated with the Participant.

13.11 Password. Access code or password to the RMLS On-Line System Services.

13.12 Publication or Publish. The reproduction and dissemination of listing information through the System or the reproduction and dissemination of some or all of the listing information by authorized RMLS licensees.

13.13 Purchaser(s). The buyer(s) or prospective buyer(s) under sale agreement or the buyer(s)' authorized agent.

13.14 RMLS. Regional Multiple Listing Service, Inc.

13.15 RMLS Service; RMLS System. The on-line computer system database and functions, and the other services and products provided by or through RMLS.

13.16 Shareholders. Any Board or Association of REALTORS® holding stock in RMLS. Currently, the Shareholders are the Portland Metropolitan Association of REALTORS®, the East Metro Association of REALTORS®, and the Clark County Association of REALTORS®.

13.17 Subscriber. Any real estate licensee described in Section 1.2 above, who has signed a Subscriber Agreement with RMLS contracting at least for the minimum service requirements set forth in Section 1.3 above.

SECTION 14: MISCELLANEOUS

14.1 Integrated Tax Services. Integrated Tax Services shall be included as a part of On-line System Services to the extent that Integrated Tax Services data is available for counties identified by RMLS, and provided pursuant to any resulting contractual arrangements between RMLS and the tax data providers.

14.2 Force Majeure. Neither RMLS nor any Participant or Subscriber shall be responsible for any interruption of, interference with, lessening of, or suspension of its performance under any Participant or Subscriber Agreement due to causes beyond the reasonable control of such party, including but not limited to strikes, lockouts, riots, epidemics, war, government regulation, fire, flood, natural disasters, Acts of God, material shortages, failures, malfunctions or inadequacies of equipment, or other cause beyond the reasonable control of such party.

14.3 Governing Law. The Participant and Subscriber Agreements, these Rules and Regulations and any disputes arising thereunder shall in all respects be governed by and interpreted in accordance with the applicable law of the State of Oregon or the State of Washington, as appropriate, and the applicable rules, policies and Code of Ethics of the National Association of REALTORS®, the Oregon Association of REALTORS®, the Washington Association of REALTORS® and the applicable local Board or Association of REALTORS®, regardless of the relation of any other jurisdiction to such Agreements and matters.

14.4 Assignment. No Participant or Subscriber may assign their interest under any Participant or Subscriber Agreement or their right to access the RMLS System without the prior written consent of RMLS.

14.5 Limit of Liability. RMLS shall not be liable to Participant, Subscriber or any third party for any indirect, special, consequential or incidental damage, including, without limitation, any loss of income or profit arising out of, or in connection with, the performance of their respective obligations in providing service under the Participant or Subscriber Agreements.

14.6 Sexual Harassment. Sexual Harassment is unlawful; it also creates a work environment that is intimidating and offensive to employees and Subscribers. Sexual harassment may substantially interfere with an individual's work performance and the effectiveness of the organization. RMLS has a strict policy prohibiting all forms of sexual harassment. The policy applies to employees and Subscribers in connection with any RMLS function. No employee or Subscriber shall engage in any conduct constituting sexual harassment. No employee or Subscriber against whom a charge of sexual harassment has been made shall in any manner seek reprisal against the employee or Subscriber making the charge. An employee or Subscriber who observes an act of sexual harassment shall report the act to the President of RMLS or to a member of the RMLS Executive Committee.

a. **Definition:** "Sexual Harassment" is defined for purposes of this policy as any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of a sexual nature or with sexual overtones. It includes, but is not limited to: 1. Offensive comments; 2. Jokes or suggestions about the gender or gender-related physical attributes of another; 3.

Sexually suggestive jokes, profanity or euphemisms; 4. Obscene or lewd gestures; 5. Unwanted physical contact; 6. The display of sexually explicit or suggestive pictures, drawings or written materials; or, 7. A social invitation accompanied by a discussion of performance reviews, evaluation or merit.

b. **Enforcement:** All charges that an RMLS employee has sexually harassed a Subscriber or another employee shall be acted upon as provided in the RMLS Employee Handbook. All charges that a Subscriber has sexually harassed an RMLS employee shall be referred to the Executive Committee of the Board of Directors for appropriate action, which may include, without limitation, counseling, oral or written reprimand, or expulsion from the organization.

SECTION 15: CHANGES IN RULES AND REGULATIONS

15.1 Changes in Rules and Regulations. Amendments to these Rules and Regulations of RMLS shall be by a majority vote of the RMLS Board of Directors.

RMLS Rules and Regulations - Schedule A

OFFICE FEES:

Firm Initiation Fee	$500
Branch Office Initiation Fee	$100

RMLS SUBSCRIBER FEES:

RMLS Service Fee	$160 per Quarter
SentriLock Service Fee (includes SentriSmart™ phone app)	$33 per Quarter
SentriLock Activation Fee	$25

OPTIONAL FEES:

Paper Invoice Fee	$5
Paragon MLS System Access	$60 per Quarter

- *Free trial for remaining quarter when you sign up.*

ADDITIONAL FEES:

Late Fee	$25

ADMINISTRATIVE/CLERICAL AND PERSONAL ASSISTANT FEES:

Office Manager/Input Person Access Fee (Billed to Office)	$50 per Quarter
Personal Assistant Access Fee (Billed to the Employing Subscriber)	$50 per Quarter

RMLS Listing Content License Fees

*** MONTHLY DATA ACCESS FEES (all data access except VOW)**

Basic Listing Content License Fees VIA API (IDX; Broker Specific Feeds)

- A $50 non-refundable monthly access fee per Firm, OR
- A $300 non-refundable monthly access fee (to serve an unlimited number of Firms)

Enhanced Listing Content License Fees VIA API (Internal; Enhanced Feeds; AVM)

- A $100 non-refundable monthly access fee per Firm, OR
- A $600 non-refundable monthly access fee (to serve an unlimited number of Firms)

*** VOW FEES (in addition to any other applicable Data Service fees)**

- $25 Set Up Fee for each party to a VOW Database Access Agreement (whether they are AVP, Firm or Subscriber)
- $50/month for each VOW website, billed to the party who receives the data (Firm, Subscriber or AVP)

*Including any applicable tax.

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