

COASTAL CAROLINAS

MULTIPLE LISTING SERVICE, INC.

MULTIPLE LISTING (MLS) RULES AND REGULATIONS

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I. LISTING PROCEDURES

Section 1.1 Listing Procedures

The primary service provided by the Coastal Carolinas Multiple Listing Service, Inc., shall hereinafter be referred to as the "MLS". The service area MLS is the counties of Georgetown and Horry in South Carolina. Listing of real or personal property of the following types which are listed subject to a real estate broker's license, and are located within the service area of the MLS, and are taken by Participants on (*Indicate form(s) of listing accepted by the MLS – See Notes 1 & 2*) shall be entered into MLS system within three (3) business days after all necessary signatures of seller(s) have been obtained:

- A. Single family home for sale, lease or exchange.
- B. Single family condominium or townhouse for sale, lease or exchange.
- C. Vacant lots and acreage for sale, lease or exchange.
- D. Multi-family residential buildings for sale, lease or exchange.

Note 1: The MLS shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the MLS, although a "Property Data Form" may be required as approved by the MLS. However, the MLS, through its legal counsel:

1. May reserve the right to refuse to accept a listing form that fails to adequately protect the interest of the public and the Participants.
2. Assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer, seller, landlord or tenant).
3. Exclusive Agency Listings. The Service shall not establish or maintain any rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information. These Rules and Regulations shall not be construed as requiring Participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between Participants affiliated with different firms or others to refuse to accept exclusive agency listings. This policy contemplates the Service will

clearly distinguish between exclusive right-to-sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings.

4. No Compensation Offers in MLS. Use of Service data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the Service terminating that Participant's access to any Service data and data feeds. The Service must not have a rule requiring the listing broker to disclose the amount of the negotiated commission in his listing contract, and the Service shall not publish the total negotiated commission on a listing which has been submitted to the Service by a Participant. The Service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).(ie, combined compensation to both listing brokers and buyer brokers). The Service must give Participants the ability to disclose to other Participants any potential for a short sale. The different types of listing agreement(s) include:
 - a. Exclusive Right to Sell or lease (long term lease; 90+ days)
 - b. Exclusive Agency
 - c. Open
 - d. Net

The MLS may not accept net listings because (1) they are deemed unethical and, in most states, illegal.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to the seller/landlord the general right to sell/lease the property on an unlimited or restricted basis. Exclusive agency listings and exclusive right to sell/lease listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol for exclusive right to sell/lease 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/lease listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell/lease listings with prospect reservations.

Note 2: A MLS does not regulate the type of listings its Members may take. This does not mean that a MLS must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its MLS to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the MLS. **The MLS does not accept the listing of a property in which the seller only has equitable interest and is not the legal owner of record: this includes listings of contracts, options, or personal property. (Amended 4/23)**

Note 3: A MLS may, as matter of local option, accept exclusively listed property that is subject to auction.

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

1. Residential
2. Condominium and Townhouses
3. Subdivided Vacant Lot
4. Land and Ranch
5. Business Opportunity
6. Motel-Hotel
7. Mobile Homes
8. Mobile Home Parks
9. Commercial Income
10. Industrial
11. Rental
12. Interval/Fractional Ownership (deeded)
13. Boat slips (deeded)
14. Garages
15. Leasehold Interest Running With the Land

Section 1.2 - Clear Cooperation

Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients or customers. **Entry of listings into CCMLS within one (1) business day after the latter of the effective date shown on the listing agreement or the marketing date shown on the listing agreement. The Effective Date is the date on page 1 of the listing agreement. The Marketing Date, if different from the Effective Date, must be noted in Section 30. The required language for Section 30 is: "Seller understands the marketing date is (Month/Day/Year) and is different than the effective date.**

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

(NAR adopted 11/19, CCAR 3/20) An automatic fine will apply for violation, see Appendix A.

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

Section 1.3 Listings Subject to Rules and Regulations of MLS

Any listing taken on a contract to be entered into with the MLS is subject to the Rules and Regulations of the MLS upon signature of the seller(s)/landlord(s).

Section 1.4 Detail on Listings Filed With The MLS

A Listing Agreement or Property Data Form, when entered into with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on

the Property Data Form. Listings must be entered into the MLS within three business days. In the event that the listing of a participant has as its listing agent or salesperson a licensee who is subject to a fee waiver under Section 6.4, the participant shall be identified on the property data form and in the service as listing agent/salesperson.

A primary photo must accompany a listing when entered into the MLS on all classes with the exception of the Land or Commercial/Industrial property class. The subject property must represent at least 51% of the primary photo. (9/27/2018) For Residential and Condo property classes, the primary photo must be a picture of the entire EXTERIOR of the structure with the best view. (3/14/18). For Townhouse style, the primary photo must be one of the following: 1) entire EXTERIOR of the structure with the best view, or 2) a close-up of the subject property and the adjacent units, if applicable (3/27/19). A street view of the exterior of the building will still be REQUIRED but can be one of the other photos. For land listings, a photo is not required, but if the agent chooses to include photos, the primary photo must be of the subject lot, plat of the subject lot, or aerial view of the subject property. A majority (51% or more) of the photo should be of the individual parcel. (9/27/2018) No photo can include any for sale/lease signs, offers of compensation to buyer brokers or other representatives of buyers, financial information, agent or office logos, or any other form of contact information. Failure to comply with the above statements will result in an automatic fine (See Appendix A), or in the event of a photo offering broker compensation, termination of the Participant's access to the MLS and MLS data, and possible deletion of the listing, except where sellers expressly direct that photographs of their property not appear in the MLS compilations. (Amended 8/2011)

Virtual staging is allowed, and each virtually staged photo must be individually watermarked as "Virtually Staged" and it must be noted in Public Remarks that "Some photos in this listing have been virtually staged." Virtual Staging is defined as the virtual addition of only furniture and/or accessories to interior photos.

Note, this labeling requirement is separate from photo labels automatically applied by the MLS system.

Staff reserves the right to remove media uploaded to the MLS which it deems inappropriate at its sole discretion. Any Participant may appeal an MLS Staff decision to remove content via written request to the MLS Board of Directors.

Section 1.5 Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (11/20)

Commercial Listings are not required to include any identifying information including street number, street name, TMS/PIN, mapping/geocode, legal descriptions and section/ subdivision.

Section 1.6 Copyright Material

Unauthorized use of any copyright material in the MLS is prohibited. (See Appendix A) Branding by 3rd parties for the purpose of establishing authorship is allowed to prevent copyright infringement.

Section 1.7 Limited Service Listings

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

- A. Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- B. Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- C. advise the seller(s) as to the merits of offers to purchase
- D. assist the seller(s) in developing, communicating, or presenting counter-offers
- E. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.8 MLS Entry Only Listings

Listing agreements under which the listing broker will not provide any of the following services:

- A. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s)
- B. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s)
- C. advise the seller(s) as to the merits of offers to purchase
- D. assist the seller(s) in developing, communicating, or presenting counter-offers entered into the MLS within three business days after the authorized change is received by the listing broker.
- E. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property
- F. will be identified with an appropriate code or symbol (e.g., EO) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.9 Multiple Listing

Options for Sellers Listings

Office Exclusive: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for zero (0) days. A delayed marketing exempt listing shall be filed with the MLS, subject to its local

filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

Exempt Listing Disclosure: The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

- disclosure about the professional relationship between the Participant and the seller;

- acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and

- confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS 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 pursuant to the MLS local rules.

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days or to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.01, Clear Cooperation.

Section 1.10 Prohibit Structure-Only or Duplicate Lot listings

Lot/home packages when sold together are allowed in MLS, however, entering listings in MLS solely for the purpose of recording new construction/lot improvements on previously closed land listings is prohibited. If a violation is found the listing will be deleted and the agent fined \$50. (3/14/18)

Section 1.11 Exemption of Owners Name

If the seller/landlord wishes not to have his/her name published in the MLS, **UPON REQUEST, the listing agent must file a copy of the Exclusive Right to Sell/Lease or Exclusive Agency contract that contains in writing that the owner does not want name published in MLS and is signed by both agent and seller.**

Section 1.12 Listing Changes

Any change in listed price or other change in the original listing/lease agreement shall be made only when authorized in writing by the seller and shall be entered into the MLS within three business days after the authorized change is received by the listing broker. Except for commercial listings, upon the execution of a ratified contract of sale related to any listing, such listing's status shall be updated to "Pending" within three (3) business days. Upon the execution of a ratified contract of sale related to any commercial listing, a listing agent may elect to maintain the listing's "Active" status, however if a listing agent elects to do so, such listing agent is required to add "UNDER CONTRACT" (conspicuously, in all caps) as the first sentence within the Agent Remarks field.

Section 1.13 Hold Don't Show status

Listings require a minimum of three business days in "Active" status before switching to "Hold Don't Show." The initial "Hold Don't Show" period is limited to 30 days. To extend for an additional 30 days, a written request with the reason for the extension must be submitted and approved by MLS Staff before the initial 30 days elapse. The fine will apply daily to "Hold Don't Show" statuses exceeding 30 days without an approved extension. An automatic fine and continued daily fines will be levied on listings in "Hold Don't Show" status for over 60 days until the status is changed to "Active" or "Withdrawn."

Section 1.14 Withdrawal of a Listing Prior to Expiration

A listing may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement provided notice is filed with the listing office. Once mutual agreement is reached between the seller/landlord and the listing broker, listing should be withdrawn immediately.

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

Section 1.15 Relist of Withdrawn Property

Withdrawn listings reactivated by the same office or firm in less than 30 days must be placed in the Active status under the most recent MLS #. Properties that are re-listed by the same office or firm may be entered into the system as a new listing provided the previous listing of the property has been in a withdrawn status for at least 30 days. (See Appendix A for fine information)

A listing extension or an addendum may not be used to relist the property as a new listing. Listing offices or firms may not alter the expiration date on a listing forcing it to expire.

Section 1.16 Contingencies Applicable to listings

Any contingency or conditions of any term in a listing shall be made known to the Participants.

Section 1.17 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

Section 1.18 Listing Multiple Unit Properties

All properties which are to be sold/leased or which may be sold/leased separately must be indicated individually in the MLS and on the Property Data Form. When part of a listed property has been sold/leased, proper notification should be given to the MLS within three business days.

Section 1.19 No Control of Commission Rates or Fees Charged by

Participants

The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for MLS to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and Non-Participants. Broker compensation is not set by law and is fully negotiable.

Section 1.20 Expiration of Listings

Listings entered into the MLS will automatically expire on the expiration date. Extensions and renewals of listings must be signed by the seller(s)/landlord(s) and filed with the listing office.

An active listing, nearing its expiration date, may not be re-listed by the same brokerage, in the MLS, until its listing status shows EXPIRED. If a violation is found, an automatic fine will apply on the second offense. (See Appendix A) (8/20)

Section 1.21 Termination Date on Listings

Listings entered into the MLS shall bear a definite and final termination date as negotiated between the listing broker and the seller/landlord.

Section 1.22 Service Area

Only listings of the designated types of property located within the service area of the MLS are required to be entered into the MLS. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by the MLS. Notwithstanding the foregoing, all listings – including those listings which are not required to be entered into the MLS – shall comply with the rules and regulations described herein.

Section 1.23 Listings of Suspended Participants

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

Section 1.24 Listings of Expelled Participants

When a Participant of the MLS is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association's Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges) all listings currently entered into the MLS shall,

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

Section 1.25 Listings of Resigned Participants

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

Section 1.26: Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 5/21)

Section 1.27 New Home Community Photo and Listing Rules and Regulations

At the time of contract for the type of home to be built on a specific lot, that listing must be entered into the MLS system with a status of Pending. An UNDER CONSTRUCTION logo, an artist rendering, or a photo of a similar home must be used as a primary photo until a certificate of occupancy is issued. At that time, a photo of the actual home must be entered (See Appendix A). Any changes to the original contract must be entered at the time of closing. Sellers of properties listed in the MLS may direct that photographs or other graphic representations of the property be withheld from the MLS compilation. Lot/home packages when sold together are allowed in MLS, however, entering listings

in MLS solely for the purpose of recording lot improvements on previously closed land listings is prohibited. (See Appendix A)

Section 1.28 Virtual Tours

Virtual Tours used in the MLS must not contain contact information, agent photo, office logo, links to other websites, or other information that can be considered branding. Virtual Tours cannot require viewers to enter email, phone number, name or any other identifying information in order to view the Virtual Tour. Branding by 3rd parties for the purpose of establishing authorship is allowed to prevent copyright infringement.

Section 1.29 Teams

Definition: As used in these MLS rules and regulations, a “Team” is defined as two or more associated licensees working together as a single unit within the same office and supervised by the same Broker In Charge. Within each Team there must be one individual, who is designated as the “Team Leader,” and all listings and sales associated with any of the Team members must be reported only under the Team name.

The Team must report its formation to CCAR within 3 business days of formation by submitting CCAR’s team information form, which shall include all of the names and license numbers of licensees associated with the Team. Any changes to the Team, including adding or removing affiliated licensees must be reported to CCAR within 3 business days of any such change.

Automatic Fine for not closing out listings to a Team will result in an Automatic \$50 Fine. If the Team fails to notify (or provide proof of notification) the Listing Agent, the Team will receive the fine; if the Listing Agent receives notification and does not close the listing out as instructed, the Listing Agent will receive the fine (8/2021). See Appendix A.

After formation of the Team, the individual licensees associated with the Team shall receive no individual production credit in MLS. All listings and sales reported under the Team remain with Team forever. If a Team member leaves the Team, any new transactions written after that date may be entered under the departing individual, but CCAR will not change closed Team listings to an individual’s name. If a request is made to close out a transaction in the name of an individual who wasn’t an active participant in the transaction, a Team must be created in accordance with these rules.

Rule Compliance: When a possible Team compliance violation occurs, an email notice of non-compliance will be sent to the licensee, Team Leader, and to the Broker In

Charge. If a Team is not established within 10 days, a fine shall be imposed on the BIC. (See Appendix A) All Teams shall register with CCAR upon forming a team and shall update any changes within 3 business days of change.

Section 1.30 Stipulation of Sale Disclosures

Auction listings must be identified in the first line of Public Remarks by including the words "auction listing" or "this is an auction listing". Interval Ownership listings must be identified in the first line of Public Remarks with the words "interval ownership" or "this is an interval ownership property". Short Sale listings must be identified in the first line of Public Remarks with the words "Short Sale" or "this is a Short Sale property". Residential properties with recorded installment contracts are permitted in the MLS with owner of record seller consent with a signed listing agreement or written proof of seller consent. Installment contracts must be identified in the first line of Public Remarks and Agent to Agent Remarks with the words "Installment Contract" or "this is an Installment Contract".

II. SELLING PROCEDURES

Section 2 Showings and Negotiations

A licensed representative is required to be physically present for all showings unless prior written consent is given by the Listing Agent and/or Seller to the contrary. (6/19)

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

- A. The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- B. After reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

Section 2.1 Presentation of Offers

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

Section 2.2 Submission of Written Offers

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

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent or buyer agent) or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. 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 sellers or lessors written instructions. None of the foregoing diminishes the listing brokers 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 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.

Section 2.4 Right of Listing Broker in Presentation of Counter Offer

The listing broker or their representative has the right to participate in the presentation of any counteroffer made by a 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 (except

where the cooperating broker is a subagent). However, if a purchaser or lessee gives written instructions to the cooperating broker that the listing broker may not be present when a counter-offer is presented; the listing broker has a right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

Section 2.5 Reporting Sales to the MLS

Status changes (not to include "sold", "rented" or "leased") shall be reported to the MLS by the listing broker within 3 business days after they have occurred. Closed listings (sold, rented, leased) shall be reported to the MLS by the listing broker within 5 business days of closing date. (See Appendix A) (6/19) Final closing of sales or lease, If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 3 business days after receiving notice from the cooperating broker. Listings added for comparable purposes must enter the listing into the MLS following the guidelines above and must show a status of "Sold Before Listed" (8/2021). **The form titled "CMLS Authorization to Enter Comparable Sale Into MLS" shall be completed and signed by any new owner and such owner's buyer agent prior to entering the closed listing into the MLS.**

The listing agreement of a property entered into with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to enter the listing into 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. Any listing agreement entered into the MLS should include a provision whereby the listing broker's client or customer expressly grants the listing broker authority to advertise on the MLS; to enter the listing into the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property.

Section 2.6 Reporting Resolutions of Contingencies

The listing broker shall enter into the MLS within three business days that a contingency with the MLS has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 Advertising of Listing Entered Into With the MLS

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

Section 2.8 Reporting Cancellation of Pending Sale

The listing broker shall report to the multiple listing service the cancellation of any pending sale, and the listing shall be reinstated within 24 hours of cancellation.

Section 2.9 Omitted

Section 2.10 Availability of Listed Property

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

Section 2.11 Written Buyer Agreements Required

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

III. REFUSAL TO SELL

Section 3 Refusal to Sell

If the seller of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the MLS and to all participants.

IV. PROHIBITIONS

Section 4. Information for Participants Only

Any listing filed with the MLS shall not be made available to any non-participant without prior consent of the listing broker. A participant with licensees who are subject to a fee waiver under Section 6.4 may not make available to those licensees listings of other brokers in the MLS. The preceding sentence does not prohibit a licensee from accessing listing records from another MLS or from any other source lawfully available to the licensee.

Section 4.0.1 Misuse of Public Remarks or Public Addendum Section

Participants may not use the "Public Remarks" or "Public Addendum" section or "ShowingTime Instructions" in a listing submitted to the MLS for branding contact information, website information, financial information/**dollar amounts** or branding of any kind or any language that may be considered private or harmful. (See Appendix A)

Section 4.1 "FOR SALE" Signs

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

Section 4.2 "SOLD" Signs

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

Section 4.3 Solicitation of Listing Entered Into the MLS

Participants shall not solicit a listing on property entered into with the MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations. The prohibition in the previous sentence applies to licensees affiliated with a participant who are subject to a fee waiver under Section 6.4.

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

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

The section is also intended to encourage brokers to participate in the MLS by assuring them that other Participants will not attempt to persuade the seller/landlord to breach the listing agreement or to interfere with their attempts to market the property.

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

Section 4.4 Omitted

Section 4.5, Services Advertised as “Free”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

Section 4.6 No Filtering of Listings

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

V. NO OFFERS OF COMPENSATION ON MLS

Section 5.1 No Offers of Compensation on MLS

The MLS shall not accept listings containing an offer of compensation in the MLS to other MLS Participants and subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

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

Section 5.2 Disclosing Potential Short Sales

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

Section 5.3 Participant as Principal

If a Participant or any licensee affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the MLS, the Participant shall disclose

that interest when the listing is entered into the MLS and such information shall be disseminated to all MLS Participants.

Section 5.4 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 no later than the time an offer to purchase is submitted to the listing broker.

VI. MLS CHARGES AND FINES

Section 6 MLS Fees and Charges

The MLS charges for operation of the MLS are in effect to defray the costs of the MLS and are subject to change from time to time.

Section 6.1 Initial Participation Fee

An applicant for participation in the MLS shall pay an application fee of \$500 with such fee to accompany the application and is a non-refundable fee.

Section 6.2 Recurring Participation Fee

The monthly participation fee of each Participant office shall be an amount recommended by the CCMLS Board of Directors and approved by the Officers and Directors. This amount will be times each salesperson and licensed or certified appraiser in the office who has access to and use of the MLS, whether licensed as broker, sales licensee or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant, except that this fee shall be waived for licensees subject to a fee waiver under Section 6.4. Payment of such fees shall be made on or before the first day of the month. Users will be billed \$25 for each listing that MLS staff enters into the MLS.

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

Section 6.3 Subscriber Fee Waivers

MLS provides participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser in a participating office who can demonstrate subscription to a different MLS or commercial information exchange (CIE) where the principal broker for the office also participates. MLS requires broker participants to sign a certification for nonuse of MLS services by their licensees, which includes penalties and termination of the waiver if violated.

Normally, under Section 6.3, any per-subscriber fee is calculated based on each salesperson and licensed or certified appraiser affiliated with a participating office. The effect of fee waiver is that the number of subscribers in a participating office for purposes of any recurring per-subscriber fees paid by a participant under Section 6.3 shall be reduced by the number of licensees and certified appraisers who are subject to waiver under this Section 6.4. For purposes of this Section 6.4 and all rule provisions referring to it, “licensee” refers to non-principal salespersons and licensed and certified appraisers. Section 6.4.1 sets out the conditions for fee waiver, Section 6.4.2 the process for obtaining and maintaining waivers, Section 6.4.3 circumstances under which waiver is revoked and consequences of revocation, and Section 6.4.4 the consequences of repeated violations of these policies.

Section 6.3.1 Conditions for Waiver

Fee waivers are available for non-principal broker and non-principal appraiser licensees in offices participating in MLS, provided the participant and any fee-waived licensee(s) meet all the following requirements:

- a. Any fee-waived licensee must be a subscriber in another multiple listing service or commercial information exchange (CIE).

- b. The participant continues to comply with the mandatory listing-submission requirements of Section 1.1, subject to the exemption in Section 1.4.
- c. During any period for which a licensee's fees are waived, the licensee shall refrain from using any of the following services of this MLS:
 - 1. Using this MLS's systems, databases, lockboxes, etc. This does not include accessing listing information of the licensee's own broker or of other brokers through the participant's IDX site or elsewhere. It does include accessing such information on the participant's VOW (which is for consumers' personal use).
 - 2. Being identified as a listing agent or co-listing agent on an active or pending property listing in this MLS. Note that under Section 1.1, any listing in MLS's service area must be submitted to MLS, unless the participant files a certification of the seller's instruction to withhold the listing from MLS under Section 1.4.
 - 3. This does not apply to the fee-waived participant's own listings, because the participant is free to share them within its firm (and anywhere else) without MLS consent or involvement.
 - 4. Use of any data feed from this MLS (except one that includes listings only of the licensee's broker).
 - 5. Using this MLS's data on an IDX or VOW website identified as the fee-waived subscriber's site or page.
 - 6. Using MLS's data in an automated valuation product or tool in any product or service identified as coming from the fee-waived subscriber.

Section 6.3.2 Process for Obtaining and Maintaining Waivers

The participant must at all times provide to MLS up-to-date information on all licensees, whether they are subscribers or fee-waived licensees, in each participating office. The participant must identify which licensees are subject to fee waivers, and for each waived licensee the other MLS or CIE in which he/she is a subscriber on the waiver certification form.

In order to obtain a waiver for any licensee in the participant's office, the participant must execute the MLS's form for listing fee-waived licensees and the certification on it. The participant must procure from another MLS or CIE, or arrange for the other MLS or CIE to provide to this MLS, a certification that each fee-waived subscriber in this MLS

or CIE is a subscriber in that MLS or CIE. (The other MLS or CIE may have a one-time or periodic charge for providing these certifications.)

In order to maintain a waiver for any licensee, the participant and licensee must continue to satisfy the requirements of Section 6.4.1 and must recertify (and obtain from the other MLS re-certifications) of the matters addressed in this section with the frequency set by this MLS.

Section 6.3.3 Revocation of Waiver

The fee waiver for a licensee may be revoked under various circumstances, and the consequences of the revocation vary depending on its circumstances, as provided in this section.

- a. The participant or fee-waived licensee may revoke the waiver at any time upon notice to this MLS. In that case, the fee-waived licensee immediately becomes a subscriber and any fees due to MLS under its normal fee schedule for the current period for the subscriber (including pro-rata fees for any partial service period and any application fees if none have previously been paid for the subscriber) shall immediately become due and payable. In the event a fee-waived licensee appears as a listing agent on an active or pending listing in this MLS, the participant and fee-waived licensee shall be deemed to have revoked the waiver under this subsection (a).
- b. If this MLS determines that the fee-waived licensee has used any of the services of this MLS listed in Section 6.4.1(c) during a fee-waiver period, MLS may terminate the fee waiver upon notice to the participant and subscriber. In this case, the consequences of subsection (a) apply, and in addition to them, MLS may recover from participant or subscriber all the fees MLS would have collected had the fee-waived licensee been a subscriber during the entire period of the waiver (not to exceed 12 months) and the fine described in Appendix A. After six months, the participant and subscriber can re-certify the subscriber to be a fee-waived licensee.

Section 6.3.4 Consequences of Repeated Violations

A pattern of repeated violations of Section 6.4.1(c) exists when a participant allows any combination of three or more violations of Section 6.4.1(c), whether the participant is aware of the violations and whether committed by one fee-waived licensee or more; or when a subscriber commits three or more violations of Section 6.4.1(c). In the event that a participant or subscriber exhibits a pattern of repeated violations of Section 6.4.1(c), MLS may suspend all fee waivers for the participant or subscriber (or both) for a period of up to three years. If, after such a period of suspension, a participant or subscriber again exhibits a pattern of repeated violations, MLS may permanently terminate fee waivers for the participant or subscriber (or both). In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a participant, that office shall be ineligible for waivers during the pendency of its participant's suspension or termination. In the event a participant or subscriber subject to suspension or termination of waivers moves to a new office as a non-principal licensee, that non-principal licensee shall be ineligible for waivers during the pendency of his or her suspension or termination. (See Appendix A)

Section 6.4 Fines

A fine will be assessed to those Participants who do not submit listings, sales, pendings, changes, or corrections to the MLS in accordance with the Violation Fines, Appendix A of the MLS Rules and Regulations. If listing(s) has not been corrected in the allotted time, MLS service may be suspended for the entire office until the corrections are made per the discretion of the CCMLS. A Participants of MLS data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and shall result in the termination such Participant's access to any MLS data and data feeds.

Section 6.5 Lock box Fee

The fee for each lock box shall be at cost plus 10%, which shall accompany the request.

Section 6.6 Lock Box Key Fee

An annual lease for eKey plus a non-refundable \$80 activation fee.

Section 6.7 Misuse of Lock Box Key

Use of the lock box key must comply with the showing instructions as specified in the MLS listing. Any violation may result in the loss of lock box key privileges as well as a penalty and/or fine to be determined by the CCMLS Board of Directors. (See Appendix A)

Section 6.8 Sharing of MLS Password and Lock Box Keys

MLS members may NOT share their MLS passwords or Lockbox Keys with any other member or non-member. Participants will be fined \$250 for the first offense and subject to suspension of membership privileges for six months for a second offense, at the discretion of the CCMLS Board of Directors.

VII. COMPLIANCE WITH RULES

7.1 Compliance With Rules - Authority To Impose Discipline

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Each participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section 6.4. 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. retroactive fees related to any licensee granted a fee waiver under Section 6.4 in the event the MLS determines that the licensee made any use of MLS services prohibited in Section 6.4 during the period of waiver
- E. appropriate, reasonable fine not to exceed \$15,000
- F. probation for a stated period of time not less than thirty (30) days nor more than one (1) year

- G. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- H. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Adopted 11/07)

A participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14)

MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20)

Notwithstanding the above, an allegation relating to a Participant's use of MLS data or data feeds to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers or buyer brokers or other buyer representatives is among the most serious of violations of these Rules, and such allegation shall require the respondent Participant to attend a hearing to determine the accuracy of such allegations upon the first alleged offense.

Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the Rules and Regulations. Further, failure of any user or subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. The participant is subject to these rules with regard to licensees affiliated with the participant who are subject to fee waiver under Section 6.4. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

VIII MEETINGS

Section 8: Meetings

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of the Bylaws of the Coastal Carolinas Multiple Listing Service, Inc.

IX. ENFORCEMENT OF RULES OR DISPUTES

Section 9 Consideration Of Alleged Violations

The CCMLS Board of Directors shall give consideration to all written complaints from Participants having to do with violations of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations. (1/19)

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the Rules and Regulations of the MLS and such charge does not involve a charge of alleged unethical conduct or request for arbitration,

it may be administratively considered and determined by the CCMLS Board of Directors, and if a violation is determined, the Committee or the CCMLS Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the Association of REALTORS® within twenty (20) days following receipt of the director's decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors within twenty (20) days of the tribunal's decision. Alleged violations of the Code of Ethics for MLS Participants shall be referred to the Professional Standards committee of the Association or REALTORS® for processing in accordance with the Professional Standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the CCMLS Board of Directors.

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred to the CCMLS Board of Directors for appropriate action in accordance with the Professional Standards procedures established in the Association's Bylaws.

Section 9.3 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 9.3 of the MLS Rules.

Upon receiving a notice, the CCMLS Board of Directors 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 the CCMLS Board of Directors that the use is authorized. Any proof submitted will be considered by the CCMLS Board of Directors, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the CCMLS Board of Directors determines that the use of the content was unauthorized, the Board of Directors may issue a sanction pursuant to Section 7 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. However, if the Board of Directors determines that a Participant's unauthorized content published to the MLS or MLS data feeds to directly or indirectly establishes or maintains one or more offers of compensation to buyer brokers or buyer representatives, the MLS shall terminate that Participant's access to any MLS data and data feeds in addition to removing the unauthorized content as described above.

X. CONFIDENTIALITY OF MLS INFORMATION

Section 10 Confidentiality of MLS Information

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

Section 10.1 MLS Not Responsible for Accuracy of Information

The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as entered into with the MLS by the Participant. The MLS

does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 Access To comparable and Statistical Information

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

XI. OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

Section 11.1 Submission of Property

By the act of submitting of any property listing content to the MLS, the Participant represents and warrants that he/she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing 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.
(Update 1/19)

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. (1/19)

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

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

To qualify for this safe harbor, the OSP must:

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

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

Section 11.1 Copyrights

All rights, title, and interest in each copy of every MLS compilation created and copyrighted by the Coastal Carolinas Association of REALTORS® and in the copyrights therein, shall at all times remain vested in the Coastal Carolinas Association of REALTORS®, Inc.

Section 11.2 Access to Compilation

Each Participant shall be entitled to lease, print, or electronic copies from the Coastal Carolinas Association of REALTORS® a number of copies of each MLS Compilation* sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers but not including any licensee subject to fee waiver under Section 6.4) 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 Compilations in accordance with these rules.

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

This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association.

XII. USE OF COPYRIGHTED MLS COMPILATIONS

Section 12 Distribution

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

Section 12.1 Display

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said MLS Compilation. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Section 6.4.

Section 12.2 Reproduction

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

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participant or their affiliated licensees, be interested. "Persons affiliated as licensees" in the previous sentence does not include licensees subject to fee waiver under Section 6.4.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective

purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information. (The previous sentence does not apply to licensees subject to fee waiver under Section 6.4.) Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14)

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

listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which should be shown to the prospective purchaser.

Notwithstanding a Participant's right to reproduce MLS data as described herein, Participants and subscribers shall not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

XIII. USE OF MLS INFORMATION

Section 13. Limitations on Use of MLS Information

Use of information from the MLS compilation of current listing information, from the Association's statistical report or from any "sold" or "comparable" report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

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

"This representation is based in whole or in part on data supplied by the Coastal Carolinas Multiple Listing Service, Inc. for the period (date) through (date). Neither the Association nor the Coastal Carolinas Multiple Listing Service, Inc. guarantees or is in any way responsible for its accuracy. Data maintained by the Association or its MLS may not reflect all real estate activity in the market."

XIV. CHANGES IN RULES AND REGULATIONS

Section 14 Changes in Rules And Regulations

Amendments to the Rules and Regulations of the MLS shall be by a majority vote of the Board of Directors of the Coastal Carolinas Multiple Listing Service, Inc.

XV. ORIENTATION

Section 15 Orientation

Any applicant for MLS participation and any licensee affiliated with a 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. The previous sentence applies to licensees subject to fee waiver under Section 6.4 only if their waiver status is revoked.

Participants and subscribers may be required, at the discretion of the MLS, 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 orientation and additional training remotely. (Amended 11/17)

XVI. INTERNET DATA EXCHANGE (IDX)

16. IDX Defined

IDX affords MLS 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. (Amended 5/17)

Section 16.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 5/17)

Section 16.2 Participation

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

Section 16.3: Notification to Display

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

Section 16.4: IDX Usage

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

Section 16.5: Listing Inclusion

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property

address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 5/17)

Section 16.6: Listing Selection

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), type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant. refresh(Amended 05/17)

Section 16.7: Data Refresh

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Amended 11/14)

Section 16.8: No Redistribution

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

Section 16.9: Brokerage Disclosure

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

Section 16.10: Comments and AVM

Any IDX display controlled by a participant or subscriber that

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

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

Section 16.11: Participant Contact Info

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

Section 16.12 IDX Display

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

Section 16.13 Modification of Data

Participants shall not modify or manipulate information relating to other participants' listings. (This is not a limitation on site design but refers to changes to actual listing

data.) MLS data may be augmented with additional data not otherwise prohibited from

display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields. (5/15)

Section 16.14 Listing Firm Disclosure

All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 5/17)

Section 16.15 IDX Participants

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. The previous sentence does not apply to licensees subject to fee waiver under Section 6.4.

Section 16.16 Source Disclosure

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

Section 16.17 IDX Disclaimer

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

Section 16.18 Data Download

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 11/09)

Section 16.19 Participatory Rights

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

Section 16.20 Co-Mingling

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

The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g.,

“thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 05/17)

Section 16.21 Other Sources

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

Note: An MLS Participant (or where permitted locally, an MLS Subscriber) may commingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 16.22 Display Status

Display of expired, withdrawn, and sold* listings is prohibited. (Amended 10/17)

* Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Adopted 11/14)

Section 16.23 Seller’s info

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

Section 16.24 Security

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

Section 16.25 Audit Trail

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

Section 16.26 Deceptive Advertising

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

Section 16.27 Service Fees

Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Adopted 11/01, Amended 5/05)

XVII. VOW

Section 17.1 VOW Defined

- A. A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant, except one subject to fee waiver under Section 6.4, may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.
- B. As used in Section 18 of these rules, the term "participant" includes a participant's affiliated non-principal brokers and sales licensees other than those subject to fee waiver under Section 6.4—except when the term is used in the phrases "participant's consent" and "participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a participant.
- C. "Affiliated VOW Partner" (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant's supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- D. As used in Section 18 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 17.2 Participation

- A. The right of a participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the participant has participatory rights. However, a participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- B. Subject to the provisions of the VOW policy and these rules, a participant's VOW, including any VOW operated on behalf of a participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX).
- C. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

Section 17.3 Preliminary Requirements

- A. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - a. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - b. The participant must obtain the name of and a valid email address for each Registrant. The participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - c. The participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username 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, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- C. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of

involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

- 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:
- E. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - a. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - b. 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
 - c. 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
- F. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- G. 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.
- H. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 17.3 Preliminary Requirements

- A. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
- a. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - b. The participant must obtain the name of and a valid email address for each Registrant. The participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - c. The participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The participant must also assure that any e-mail address is associated with only one username 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, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- C. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of

involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

- 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:
- E. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - a. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - b. 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
 - c. 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
- F. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- G. 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.
- H. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 17.4 Contact Information

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

Section 17.5 Security of VOW Content

A participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS listing information. A participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

Section 17.6 Opt-Out

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

Seller Opt-Out Form

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

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

Initials of Seller

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

Section 17.7 Third Party Comments

1. Subject to Subsection b., below, a participant's VOW may allow third-parties:
 - a. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - b. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

2. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features

disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 18.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 17.8 Third Party Comments Accuracy

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

Section 17.9 Updating of Content

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

Section 17.10 Distribution of Content

Except as provided in these rules, in the National Association of Realtors®' VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

Section 17.11 Privacy Policy

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

Section 17.12 Listings Exclusions

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, and whether the listing broker is a Realtor®.

Section 17.13 Establishing a VOW

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

Section 17.14 Operating Multiple VOW's

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

Note: Adoption of Sections 18.15 through 18.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

Section 17.15 Search Exclusions

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

- A. Expired and withdrawn listings

Note: Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

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

Section 17.16 Changing MLS Information

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

Section 17.17 Accuracy of Information

A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable, but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

Section 17.20 Password Requirements

A participant shall require that Registrants' passwords be confirmed or changed every 365 days.

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

Section 17.21 Branding

A participant may display advertising and the identification of other entities

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

Section 17.22 Identification of Source

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 17.24 VOW Licensing

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

(Adopted 11/08)

XVIII. LOCK BOX SECURITY REQUIREMENTS

Section 18.1 Lock Box Procedures

Any lock box system shall be designated as either an activity of an Association of REALTORS® or an Association-owned and operated MLS. Listing agents are required to indicate one of the following during listing input:

- 'Yes' if using an Association approved lock box
- 'No' if using a lock box not approved by the Association
- 'No' if no lock box is used

The disclosure of PIN codes in the MLS is prohibited as well as inclusion of any information regarding a non-MLS issued lock box. Failure to comply with the above statements will result in a \$50.00 fine if not corrected within 24 hours.

Section 18.2 Lock Box Security

Regardless of lock boxes in use, the publication of lock box combinations, key locations, or other entry information in the Public Remarks, Public Addendum or Agent-to-Agent Remarks is prohibited. (See Appendix A) (3/14/18)

A listing broker or agent may issue temporary codes or access to a lockbox and access to property on terms and conditions as may be agreed to in advance by the seller. Such temporary codes and access must expire within seventy-two (72) hours after being issued or must be under the control of the listing broker or agent.

Section 18.3 Sellers Authority

Lock boxes may not be placed on a property without authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

Section 18.4 Lease Agreement

Every REALTOR member and/or every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraisers, and affiliate members, that are limited to Pest Control and Home Inspectors, shall be eligible to hold a key subject to their execution of a lease agreement with the Association and MLS. Home Inspectors and Pest Control affiliates are required to provide proof of Liability Insurance annually. (updated 4/19)

Lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the Association or MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the key holder.

No one shall be required to lease a key from the Association except on a voluntary basis. Keys may be leased to affiliate members actively engaged in a recognized field of real estate practice or in related fields. In such instances the lease agreement shall be signed by the key holder. Current records shall be maintained as to all keys issued

and in inventory. There shall be an audit, at least annually, of all keys, whether issued or in inventory. This requirement may be satisfied by a physical inventory or, alternatively, by receipt of a statement signed by the key holder and the designated REALTOR, broker of record. This audit requirement does not apply to electronic lock box programmers or keypads that are sold or leased provided such devices may be deactivated within thirty (30) days.

Section 18.5 Lock Box Suspension

Associations and MLS may refuse to sell or lease lock box keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime, in the determination of the Association or MLS, relates to the real estate business or puts clients, customers or other real estate professionals at risk.

Associations or MLS may suspend the right of lock box key holders to use lock box keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Association or MLS, relates to the real estate business or which puts clients, customers or other real estate professionals at risk.

XIX. REQUIRED CONSUMER DISCLOSURE

Section 19.1 Disclosures of Compensation

Participants and subscribers must: (i) 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); and, (ii) 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.

APPENDIX A: Fines for MLS Violations

Notifications for violations listed below are sent to the Listing Agent and Broker-In-Charge. For violations not corrected, and as applicable, the MLS Department will correct the listing and bill the Broker/Agent for the infraction.

Listings found in violation of any MLS Rule are subject to the corresponding fine for every day left uncorrected.

For fines that do not have an individually established fine escalation in place, per agent, per calendar year, fines will be escalated per infraction as follows:

- 1st offense Initial fine
- 2nd offense fine doubled
- 3rd offense fine tripled
- 4th offense fine quadrupled

\$20	
Fine levied if not corrected within 1 Business day for each infraction. MLS Department will correct and bill the Broker/Agent for the infraction.	Fine levied if not corrected within 1 Business day for each infraction. MLS Department will correct and bill the Broker/Agent for the infraction.
Section 1.27 / 1.4 New Construction listings: Failure to enter an actual photo of the completed home before closing out the listing.	Subject to immediate fine without advance notice.
Section 1.28 Branded Virtual Tours Entered in Unbranded Field	Subject to immediate fine without advance notice.
Section 4.0.1 Inclusion of contact information, branding, or any financial information/dollar amounts into the Public Remarks, the Public Addendum, or ShowingTime Instructions section of a Listing. (i.e.: phone #'s, call information, web addresses, etc.)	Subject to immediate fine without advance notice.
\$50	
Section 1.4 Failure to comply with primary photo requirements as set forth in Section 1.4 will result in an automatic fine.	Subject to immediate fine without advance notice. Each additional day the listing is left uncorrected, an additional fine of \$50 per day will incur.
Section 1.1/ 1.12 Failure to enter a new listing into the MLS system; failure to enter a change in status (not including Sold, Rented, Leased) into the MLS system within the MLS Rules & Regulations time frame of 3 business days (time frame of 1 day	Fine levied if not corrected within 1 Business day for each infraction.

of advertising, see Appendix A- \$250, and Clear Cooperation Policy, Section 1.01) Submission of sold information for office exclusive listings is optional.	
Section 1.3 Failure to provide documentation requested by the MLS for verification, inclusion or omission of a listing into the MLS system.	Notification and each additional day the listing left uncorrected, an additional fine of \$50 per day will incur.
Section 1.10 Entering listings in MLS solely for the purpose of recording lot improvements on previously closed land listings is prohibited.	If a violation is found, the listing will be deleted and agent automatically fined.
Section 1.13 Hold Don't Show listings without approved extension on file that exceed the 30 day limit. Hold Don't Show listing exceeding 60 day limit.	Subject to immediate and daily fine until extension received. Subject to immediate fine and daily fines until status changed to "Active" or "Withdrawn".
Section 1.20 Active listing nearing expiration date may not be relisted until status shows "expired".	Subject to immediate fine on second offense.
Section 1.29 Listing not closed out in Team Name.	Automatic fine to either Team or Listing Agent.
Section 2.5 Failure to update status to SOLD within 5 days of closing date.	Subject to immediate fine without advance notice. Each additional day the listing is left uncorrected, an additional \$50 per day will occur.
\$100	
Section 1.20 Listings entered into the MLS will automatically expire on the expiration date... Failure to provide proof of the signed extension when requested by the Association is an infraction of the MLS.	Subject to immediate fine without advance notice Any office and/or listing agent found in violation more than one time within a six month time frame will be required to attend MLS training by both the agent and the broker.
Section 1.15 Properties that are re-listed by the same office or firm may be entered into the system as a new listing provided the previous listing of the property has been in a withdrawn status for at least 30 days.	The fine for Withdrawing and Relisting is \$100 for the first offense, \$200 for second offense, and \$300 for third.

Section 1.30/ 5.2 Random check will be conducted to ensure compliance with Short Sale, Auction and Interval Ownership disclosures.	Fines will be assessed if not corrected within 1 Business day.
Section 16.9 Agents/Brokers will be given 30 days notice to IDX sites that do not display Brokerage Name prominently on the Home Page of the site.	After 1st notification, on Day 31, \$100 fine will be posted if not corrected and further escalation each 30 day period with potential suspension of MLS access.
Section 4.0.1, 18.1, 18.2 Publication in MLS of lockbox combinations, key locations, or other listing access information. prohibited in Public Remarks, Public Addendum, ShowingTime instructions, or Agent-to-Agent Remarks.	First infraction will be immediate removal of combination and notify agent and broker. Second infraction will be a \$100 fine and immediate removal by MLS Staff.
\$250	
Section 1.2 Violation of Clear Cooperation- property not entered into MLS within 24 hours of public advertising	Automatic \$250 fine will be assessed. Penalties for repeat Clear Cooperation violations whereby a first offense is \$250, second offense is \$1,000, and third and all other offenses are \$2,500
Section 6.8 Sharing of MLS Password, eKey or Active Key	Participants will be fined \$250 for the first offense and subject to suspension of membership privileges for six months for a second offense, at the discretion of the MLS Advisory Group and Board of Directors.
Section 4.0.1 Showing Instructions in Public Remarks that include private or harmful information are not allowed (including but not limited to gate codes, lockbox codes, alarm codes).	Fine levied if not corrected within 1 Business day.
Failure of the Broker In Charge to insure that ALL Licensees join the Association and the MLS within 7 days after becoming members of their participating companies.	Fine levied if not corrected within 3 business days. Notification to Broker in Charge and office and by email.
\$300	
Section 9.3 Copyright Material- Unauthorized use of any copyright material in the MLS is prohibited.	Automatic \$300 Fine and \$50 per additional day until corrected
\$500	
Section 1.29 Teams Team not established within 10 days of inception.	A fine of \$500 shall be imposed on the BIC.
Section 6.3 Subscriber Fee Waiver	See Section 6.3.3(b) for all consequences of violation of Section 6.4, which, in addition to the fine levied against the Broker, may vary depending on the circumstances.

\$1000	
Section 5.1 Offers to, or any reference to, Compensation in the MLS or ANY MLS facilitated mechanism	Subject to immediate fine without advance notice. \$5,000 second offense, \$15,000 third and subsequent offenses Payment of fine due within 14 days business days of violation notice
Section 2.11 Failure to secure a Written Buyer Agreement PRIOR to touring a home and/or failure to produce the agreement upon CCMLS request	Subject to immediate fine without advance notice \$1,000 second and subsequent offenses Payment of fine due within 14 business days of violation notice

SANCTIONS AVAILABLE FOR MLS RULES VIOLATIONS AND DATA MISAPPROPRIATION

Internal Remedies for MLS Rules Violations:

- A fine of up to \$5,000.
- Suspension of MLS privileges.
- Termination of MLS privileges.
- Specific violations and fines on separate white paper summary.

Judicial Remedies for Data Misappropriation and Copyright Infringement:

- Injunctive relief.
- Statutory damages, which may range from \$750 to \$30,000, in the discretion of the court, or up to \$150,000 if the infringement is willful.
- Actual damages and lost profits.
- Attorney's fees and costs, at the discretion of the court.
- Potential criminal penalties.