



MLS Rules and Regulations

Amended February 20, 2024

WWW.MLSUNITED.COM

Table of Contents

SECTION I LISTING PROCEDURES.....	5
SECTION 1 LISTING PROCEDURES.....	5
SECTION 1.01 CLEAR COOPERATION.....	6
SECTION 1.1 TYPES OF PROPERTIES.....	6
SECTION 1.1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE.....	7
SECTION 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE.....	7
SECTION 1.2.0 ACCURACY OF LISTING DATA.....	7
SECTION 1.2.1 LIMITED-SERVICE LISTINGS.....	7
SECTION 1.3 EXEMPT LISTINGS.....	7
SECTION 1.4 CHANGE OF STATUS OF LISTING.....	8
SECTION 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION.....	8
SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTINGS.....	8
SECTION 1.8 LISTING MULTIPLE UNIT PROPERTIES.....	8
SECTION 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS.....	8
SECTION 1.10 EXPIRATION OF LISTINGS.....	8
SECTION 1.11 TERMINATION DATE ON LISTINGS.....	9
SECTION 1.12 SERVICE AREA.....	9
SECTION 1.13 LISTINGS OF SUSPENDED PARTICIPANTS.....	9
SECTION 1.14 LISTINGS OF EXPELLED PARTICIPANTS.....	9
SECTION 1.15 LISTINGS OF RESIGNED PARTICIPANTS.....	10
SECTION 1.16 PROPERTY ADDRESSES.....	10
SECTION 1.17 LISTING PHOTOS.....	10
SECTION II SELLING PROCEDURES.....	10
SECTION 2 SHOWINGS AND NEGOTIATIONS.....	10
SECTION 2.1 PRESENTATION OF OFFERS.....	10
SECTION 2.2 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS.....	10
SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER.....	11
SECTION 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER.....	11
SECTION 2.5 REPORTING SALES TO THE SERVICE.....	11
SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES.....	12
SECTION 2.7 ADVERTISING OF LISTINGS FILED WITH THE SERVICE.....	12
SECTION 2.8 REPORTING CANCELLATION OF PENDING SALE.....	13
SECTION 2.9 DISCLOSING THE EXISTENCE OF OFFERS.....	13
SECTION 2.10 AVAILABILITY OF LISTED PROPERTY.....	13
SECTION 3 REFUSAL TO SELL.....	13
SECTION IV PROHIBITIONS.....	13
SECTION 4 INFORMATION FOR PARTICIPANTS ONLY.....	13
SECTION 4.1 FOR SALE SIGNS.....	13
SECTION 4.2 SOLD SIGNS.....	13
SECTION 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE.....	13
SECTION 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE.....	14
SECTION 4.5 SERVICES ADVERTISED AS “FREE”.....	14
SECTION 4.6 MISUSE OF PUBLIC REMARKS AND MEDIA.....	14

SECTION V DIVISION OF COMMISSIONS.....	15
SECTION 5 COMPENSATION SPECIFIED ON EACH LISTING.....	15
SECTION 5.0.1 DISCLOSING POTENTIAL SHORT SALES	16
SECTION 5.1 PARTICIPANT AS PRINCIPAL	17
SECTION 5.2 PARTICIPANT AS PURCHASER	17
SECTION 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS.....	17
SECTION 5.4 DISPLAY OF LISTING BROKER’S OFFER OF COMPENSATION.....	17
SECTION VI SERVICE CHARGES	18
SECTION 6 SERVICE FEES AND CHARGES.....	18
SECTION VII COMPLIANCE WITH RULES	19
SECTION 7 COMPLIANCE WITH RULES—AUTHORITY TO IMPOSE DISCIPLINE.....	19
SECTION 7.1 COMPLIANCE WITH RULES.....	19
SECTION VIII MEETINGS	20
SECTION 8 MEETINGS	20
SECTION IX ENFORCEMENT OF RULES OR DISPUTES	20
SECTION 9 CONSIDERATION OF ALLEGED VIOLATIONS	20
SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS.....	21
SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT	23
SECTION 9.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT	23
SECTION 9.4 MLS RULES VIOLATIONS	23
SECTION X CONFIDENTIALITY OF MLS INFORMATION.....	24
SECTION 10 CONFIDENTIALITY OF MLS INFORMATION	24
SECTION 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION.....	24
SECTION XI OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT	24
SECTION 11	24
SECTION 11.1	25
SECTION 11.2 DISPLAY	25
SECTION XII USE OF COPYRIGHTED MLS COMPILATION	26
SECTION 12 DISTRIBUTION.....	26
SECTION 12.1 DISPLAY	26
SECTION 12.2 REPRODUCTION	26
SECTION XIII USE OF MLS INFORMATION.....	27
SECTION 13 LIMITATIONS ON USE OF MLS INFORMATION	27
SECTION XIV CHANGES IN RULES AND REGULATIONS	27
SECTION 14 CHANGES IN RULES AND REGULATIONS.....	27
SECTION XV LOCK BOX RULES	28
SECTION 15.1 EQUIPMENT RULES RELATED TO LOCK/KEY BOXES.....	28
SECTION 15.2 USAGE RULES RELATED TO KEYS AND LOCK/KEY BOXES.....	29
SECTION 15.3 OWNERS RIGHT OF REFUSAL	29
SECTION 15.4 KEY LEASE AGREEMENTS	29
SECTION 15.5 ANCILLARY SERVICE PROVIDER ACCESS.....	29

SECTION XVII ORIENTATION 30

SECTION 17 ORIENTATION 30

SECTION XVIII INTERNET DATA EXCHANGE (IDX) 31

SECTION 18 IDX DEFINED..... 31

SECTION 18.1 AUTHORIZATION 31

SECTION 18.2 PARTICIPATION 31

SECTION 18.2.1 31

SECTION 18.2.2 31

SECTION 18.2.3 31

SECTION 18.2.4 31

SECTION 18.2.5 32

SECTION 18.2.6 32

SECTION 18.2.7 32

SECTION 18.2.8 32

SECTION 18.2.9 32

SECTION 18.2.10 32

SECTION 18.2.11 33

SECTION 18.2.12 33

SECTION 18.3 DISPLAY 33

SECTION 18.3.1 33

SECTION 18.3.1.1 33

SECTION 18.3.2 33

SECTION 18.3.3 33

SECTION 18.3.4 33

SECTION 18.3.5 33

SECTION 18.3.6 34

SECTION 18.3.7 34

SECTION 18.3.8 34

SECTION 18.3.9 34

SECTION 18.3.10 34

SECTION 18.3.11 34

SECTION 18.3.12 35

SECTION 18.3.13 35

SECTION 18.4 SERVICE FEES AND CHARGES..... 35

SECTION XIX VIRTUAL OFFICE WEBSITES (VOWS)..... 35

SECTION 19.1 VOW DEFINED..... 35

SECTION 19.2 36

SECTION 19.3 36

SECTION 19.4 37

SECTION 19.5 37

SECTION 19.6 38

SECTION 19.7 38

SECTION 19.8 39

SECTION 19.9 39

SECTION 19.10 39

SECTION 19.11 39

SECTION 19.12 39

SECTION 19.13 39

SECTION 19.14 39

MLS Rules and Regulations

SECTION 19.15	40
SECTION 19.16	40
SECTION 19.17	40
SECTION 19.18	40
SECTION 19.19	40
SECTION 19.20	40
SECTION 19.21	41
SECTION 19.22	41
SECTION 19.23	41
SECTION 19.24	41
SECTION 19.25	41
SECTION XX CITATION SCHEDULE FOR MLS RULES VIOLATIONS.....	41
SECTION 20 CITATION SCHEDULE FOR MLS RULES VIOLATIONS	41
SECTION 20.1 VIOLATION CATEGORIES AND CITATIONS	41
SECTION 20.2 ESCALATION	41
SECTION 20.3 REPORTING AN INACURACY OR VIOLATION	41

Section I Listing Procedures

Section 1 Listing Procedures

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the service area of the multiple listing service, and are taken by participants on Exclusive Right to Sell or Exclusive Agency listing contract that are accepted by the service shall be filed with the multiple listing service within **72 hours after all necessary signatures of seller(s) have been obtained and/or within 24 hours of public advertising and be available immediately for scheduled showing. (See Section 1.01 for reference to *Clear Cooperation*):**

- a) single family homes for sale or exchange
- b) vacant lots and acreage for sale or exchange
- c) two-family, three-family, and four-family residential buildings for sale or exchange
- d) condominium units (not necessarily Time Share or Ownership) for sale or exchange
- e) commercial/investment properties for sale, lease or exchange

The multiple listing service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel:

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

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service acting as subagents, buyer agents, or both.

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service.

The different types of listing agreements include:

- a) exclusive right-to-sell
- b) exclusive agency

The service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

MLS Rules and Regulations

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

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

- The Service does not regulate the type of listings its Members may take; however, it shall only accept listings as stated in (a) and (b) as above,
- A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

Section 1.01 Clear Cooperation

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. (*Adopted 11/19*)

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, 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 1.1 Types of Properties

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

- residential
- residential rental
- subdivided vacant lot
- land and ranch
- industrial
- leaseholds
- motel-hotel
- mobile homes (attached to real estate)
- mobile home parks
- commercial rental
- condominiums

MLS Rules and Regulations

Section 1.1.1 Listings Subject to Rules and Regulations of the Service

Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s).

Section 1.2 Detail on Listings Filed with the Service

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.

MLS United, LLC. has the right to request a copy of the listing agreement and/or property data form at any time. In the event the Service requests this information, it must be submitted immediately or within twenty-four hours of notification to Participant.

Section 1.2.0 Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (*Adopted 2021*)

NOTE: Per MLS Policy Statement 8.1 Fair Housing, Participants must remove or correct potential violations of fair housing laws when such violations are reported to or by the Service. (*2021*)

Section 1.2.1 Limited-Service Listings

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

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

If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service within 72 hours but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

NOTE: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation (*2020*)

MLS Rules and Regulations

Section 1.4 Change of Status of Listing

Any change in listed price or other change in the original listing agreement excepting listing input and reporting sales to the service shall be made only when authorized in writing by the seller and shall be filed with the service within twenty-four (24) hours after the authorized change is received by the listing broker.

Section 1.5 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including, upon request of the service, a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. Withdrawal of a listing from the MLS with the seller's consent after the seller has accepted a purchase offer does not relieve the listing broker of the obligation to report the sale and sales price.

A listing should be placed in CANCELLED status in MLS upon the termination of the listing agreement between the Broker and Seller prior to the expiration date. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the multiple listing service (MLS United, LLC) may remove the listing at the request of the seller.

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants.

Section 1.7 Listing Price Specified

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

Section 1.8 Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the multiple listing service.

Section 1.9 No Control of Commission Rates or Fees Charged by Participants

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants.

Section 1.10 Expiration of Listings

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

MLS Rules and Regulations

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. (*Amended 11/01*) If extension or renewal form is requested by the service it must be submitted to the service immediately, service has the right to delete listing until information is verified. If the same Participant re-lists an expired listing within 30 days, the DOM & CDOM will continue to count. If a different Participant lists the property within 30 days, the CDOM will continue to count.

Section 1.11 Termination Date on Listings

Listings filed with the service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

Section 1.12 Service Area

Only listings of the designated types of property located within the Service Area of the MLS are required to be submitted to the service. The service area, as determined by the MLS Board of Managers, shall be the state of Mississippi. Listings of property located outside the MLS's Service Area will be accepted at the Participant's discretion.

Section 1.13 Listings of Suspended Participants

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

Section 1.14 Listings of Expelled Participants

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

MLS Rules and Regulations

Section 1.15 Listings of Resigned Participants

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

Section 1.16 Property Addresses

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

Section 1.17 Listing Photos

A listing will have at least one photo uploaded at the time the listing is submitted to the system. The primary photo shall be an exterior front elevation photo of the subject property. *(Amended 10/23)*

Section II Selling Procedures

Section 2 Showings and Negotiations

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

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

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 and Counter-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 counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. *(Amended 11/05)*

Section 2.3 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. **None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.**

Section 2.4 Right of Listing Broker in Presentation of Counter-offer

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

Section 2.5 Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

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

MLS Rules and Regulations

Comparable Data Entry Option- MLS United, LLC permits, but does not mandate, its Participants to input data for Residential Comp Data Entry Only properties, given they have obtained the necessary written consent from both the Seller and Buyer. These Comp Data Entry properties are not listings; instead, they are residential properties that were sold outside of the MLS System where either the Seller or Buyer, or both, were represented by a Participant in the transaction. In scenarios where both the Seller's and Buyer's Brokers are Participants of MLS United, LLC, it is the responsibility of the Seller's Broker to submit the property and sales data, adhering to the Rules and Regulations of MLS United, LLC. However, in cases where only one of the Brokers is a Participant of MLS United, LLC, that Broker is authorized to enter the relevant data into the MLS.

- b) In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS. In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:
1. categorizes sale price information as confidential and
 2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

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

- c) As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.

Section 2.6 Reporting Resolutions of Contingencies

The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. Contingencies shall be defined in the MLS to be limited to the sale or lease of another property and will be noticed to Participants/Subscribers by the status of Contingency – Right of Refusal. Contingent listings are included within IDX data feeds and are syndicated to public web sites.

Section 2.7 Advertising of Listings Filed with the Service

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

MLS Rules and Regulations

Section 2.8 Reporting Cancellation of Pending Sale

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

Section 2.9 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

Section 2.10 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. Upon entry into MLS a listing should be immediately available to schedule showings. *(Amended 10/23)*

Section III Refusal to Sell

Section 3 Refusal to Sell

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

Section IV Prohibitions

Section 4 Information for Participants Only

Any listing filed with the service shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker.

Section 4.1 For Sale Signs

Only the for-sale sign of the listing broker may be placed on a property after obtaining a signed listing agreement.

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 Filed with the Service

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

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

MLS Rules and Regulations

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.

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

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

Section 4.4 Use of the Terms MLS and Multiple Listing Service

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

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 Misuse of Public Remarks and Media

Information in the public remarks shall only relate to the description and condition of the property. No contact information is permitted in public remarks or in media, including names, phone or fax numbers, email, or website addresses. No showing instructions are permitted or the occupancy of the property. No information directed toward real estate agents or brokers, including compensation or bonuses offered may be shown in public remarks. Participants and Subscribers may not use any remarks or other media fields to convey any information that does not directly relate to the marketing of the listing.
(Adopted 02/24)

Section V Division of Commissions

Section 5 Compensation Specified on Each Listing

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

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. * (Amended 10/23)

*The compensation specified on listings filed with the multiple listing service shall appear in one of two forms. The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The amount entered may be any value, from zero or greater. MLS United does not set or suggest compensation values or the cooperative division of compensation. An offer of compensation entered into the MLS United Service fields must appear in one of the forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount

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

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

Note 1: The multiple listing service shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the association multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The association multiple listing service shall not disclose in any way the total commission negotiated between the seller and the listing broker.

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

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

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

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

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

Section 5.0.1 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.

MLS Rules and Regulations

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

MLSs that adopt the discretionary provision shown immediately above may, but are not required to, adopt the following rule: Where participants communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating participants, listing participants shall disclose to cooperating participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced within 24 hours of receipt of notification from the lender.

Section 5.1 Participant as Principal

If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants. Such notice shall be indicated by entering “Yes” in the listing input form’s Owner/Agent field.

Section 5.2 Participant as Purchaser

If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

Section 5.3 Dual or Variable Rate Commission Arrangements

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

Section 5.4 Display of Listing Broker’s Offer of Compensation

Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar.

The listing broker’s offer of compensation is made only to participants of the MLS where the listing is filed.

Section VI Service Charges

Section 6 Service Fees and Charges

The following service charges for operation of the multiple listing service are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed:

Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$800.00 for Participants who hold primary membership with an Owner Board and \$1,000.00 for Participants who hold a primary membership with another local REALTOR Board (MLS Only) with such fee to accompany the application.

Note: The initial participation fee shall approximate the cost of bringing the service to the participant.

Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to \$540.00 (Primary/Secondary member of GCAR, CMR or NWMR) or \$740 (MLS Only) times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser, based on their membership type, who is employed by or affiliated as an independent contractor with such participant. Payment of such fees shall be made biannually on or before April 1 and October 1.

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, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.

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

Participant Responsibility: Participant Brokers are required to inform MLS United within 72 hours when adding or removing a Subscriber from their roster of licensees. It is the Participant Broker's responsibility to maintain an accurate and current firm roster with MLS United. This ensures accurate fee calculation and prevents unlicensed individuals from accessing MLS services. Failure to comply will result in a citation. *(Amended 06/23)*

Notification by the newly licensed Subscriber will be by submission of an Application and a copy of the licensee's active wall license. Fees will be calculated based on the MREC license issuance date. If a new Subscriber has not paid all fees within 30 days, the Participant Broker is responsible for all fees and assessments, and subject to Section 7.1 of these Rules and Regulations. *(Amended 06/23)*

Notification of adding or removing a Subscriber due to transfer of license, return of license to MREC or inactivation of license by MREC will be by submission of the Licensee Status Change form. All transfers are subject to a transfer fee as stated in the MLS United Fee Policy. *(Amended 06/23)*

MLS Rules and Regulations

Notification of an affiliated licensee Subscriber who has had his/her license inactivated, closed, or otherwise suspended in a manner by the Mississippi Real Estate Commission that prohibits the licensee from practicing real estate in any form, shall be reported within 72 hours of the Participant receiving notice of such license suspension. Notice to MLS United shall be made through the submission of a licensee status change form. *(Amended 06/23)*

Section VII Compliance with Rules

Section 7 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 Participant (principal broker who applied for MLS Participation), is at all times the party responsible and subject to sanctions if violations occur, including sanctions for actions of the Participant's agents who may be subscribers or non-licensed assistants affiliated with or authorized by the Participant. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a) letter of warning
- b) letter of reprimand
- c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d) appropriate, reasonable fine not to exceed \$15,000
- e) suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

NOTE:

A participant can be placed on probation. Probation is not a form of discipline. When a participant 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 Managers, 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.

Section 7.1 Compliance with Rules

The following action may be taken for noncompliance with the rules:

MLS Rules and Regulations

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

Notes:

1. Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. *See Section XX, Citation Schedule for MLS Rule Violations*
2. MLS Participants can receive no more than three (3) administrative sanction sin 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 the Participants and subscribers before requiring a hearing. *(Adopted 11/20) (Amended 02/24)*.

Section VIII Meetings

Section 8 Meetings

The meetings of the participants in the service or the board of Managers 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 service.

Section IX Enforcement of Rules or Disputes

Section 9 Consideration of Alleged Violations

The Service shall give consideration to all written complaints or reports of non-compliance having to do with violations of the rules and regulations as set forth in this Section 9. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Managers.

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the President will appoint a representative to serve as the complainant unless the President is the complainant, in which case the First Vice President shall appoint the representative. *(Amended 11/20)*

MLS Rules and Regulations

Any complaint or report of non-compliance alleging any violation of the rules and regulations or claiming any Participant or any real estate licensees affiliated with a Participant or licensed or certified appraisers affiliated with a Participant who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property or non-licensed assistants affiliated with or authorized by the Participant or any other subscribers as authorized pursuant to the governing documents of the MLS has violated any rule or regulation shall be processed with a Participant designated as the party responsible. All written complaints shall be reviewed within ten (10) days after receipt by staff for the purpose of determining that a Participant is named as the party responsible. Any written complaint failing to name a Participant as the respondent shall be returned to the complainant to be corrected so as to name the proper Participant as respondent before being processed. Any written complaint returned for correction must be corrected and returned to staff within ten (10) days of notice or it will be dismissed without further action. Any non-written or automated report of non-compliance will be assessed by staff to ascertain the responsible Participant prior to processing of the alleged violation.

In any case where a hearing is requested, if the complainant is not a Participant but is affiliated with a Participant, the complainant's Participant shall receive copies of all documents associated with the alleged violation, be provided with notice of hearing, and shall receive copies of the Hearing Panel's decision and recommendation for sanction, if any. If an appeal is requested and the complainant is not a Participant but is affiliated with a Participant, the complainant's Participant shall receive a copy of the final action by the Board of Managers. Such rights shall accrue to both the former Participant and the current Participant if the complainant changes his or her firm affiliation either before or after a Hearing Panel reaches its decision.

The allegations, testimony, documents, findings and decisions rendered in administrative reviews and hearings, including any appeal, are confidential and should not be reported or published by the Board of Managers, any members of a hearing panel, any party, any non-party Participant or witness under any circumstances except those established in the rules and regulations or in the procedures governing hearings and appeals relating to the ethics violations set forth in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. *(Adopted 02/24)*

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the staff of the service, as to alleged Category 1 and 2 violations, or by the MLS United Compliance Committee established herein as to alleged Category 3 violations, and if a violation is determined, the staff or the Compliance Committee, as the case may be, may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the MLS United Compliance Committee within twenty (20) days following receipt of any Category 2 or 3 sanction.

MLS Rules and Regulations

The MLS has a procedure established to conduct hearings, which shall be conducted generally in accordance with the procedures for ethics hearings established in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® unless otherwise stated herein. Any appeal must be filed within 20 days from receipt of the decision of the hearing panel and shall be heard by the MLS Board of Managers (or panel thereof as provided herein) and shall be conducted generally in accordance with the procedures established for appeal of ethics decisions in the Code of Ethics and Arbitration Manual of the National Association of REALTORS® unless otherwise stated herein. Alleged violations involving unethical conduct shall be referred to the appropriate professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If a charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®. (Amended 02/24)

A Compliance Committee has been created made up of at least 45 Participants, serving 3-year staggered terms, with each of the three (3) member organizations appointing 15 committee members from their organization, and affirmed by the Board of Managers. Panels of the committee may be appointed when necessary to serve two (2) roles: 1) A panel of not less than five (5) committee members to review alleged Category 3 violations and recommend sanction if a violation is found, and 2) the committee is appointed when necessary to serve two roles: (1) to review alleged Category 3 violations and recommend sanction if a violation is found, and 2) a panel of not less than five (5) committee members, with one alternate, to serve as a hearing panel when a Participant requests a hearing in lieu of honoring any Category 2 or 3 administrative sanction. The President will appoint the panels except when the President will serve as the complainant in a hearing, in which case the First Vice President of the Board of Managers will appoint the panel. The decision of such panels shall be binding and shall not be subject to further review by the Compliance Committee.

When an appeal is requested following the decision of a hearing panel, a panel appointed by the President, or First Vice President if the President is the complainant, of not less than five (5) members of the Board of Managers, and one (1) alternate, may serve as appellate panel in lieu of the full Board of Managers. Should after making all reasonable efforts, the Board of Managers be unable to impanel an impartial panel of its members, the President or the First Vice President if the President is the complainant, may appoint a panel comprised of members of the Board of Managers and members of the Compliance Committee who have not otherwise been involved in the processing of the matter in question to hear the matter. If, after making all reasonable efforts, it is impossible to impanel an impartial panel with members of the Board of Managers and Compliance Committee, the President or the First Vice President if the President is the complainant, may appoint a panel comprised of members of the Board of Managers, members of the Compliance Committee and Participants of the service. The decision of the Board of Managers (or panel thereof) is final.

A \$250 filing fee will be assessed to a Participant who files an appeal from a hearing relative to a Category 2 violation.

A \$500 filing fee will be assessed to a Participant who files an appeal from a hearing relative to a Category 3 violation. (Amended 06/23)

MLS Rules and Regulations

Fines shall be paid within 30 days following notification to the Participant of assessment of a fine unless a hearing is requested, in which case a timely request for a hearing suspends the running of the 30-day period for payment until such time as a final decision is rendered, including any appeal. Failure to pay any fine within 30 days following notification to the Participant of assessment where no hearing is requested shall result in termination of the Participant, which automatically terminates all Subscribers under the Participant. Service will be restored if within 60 days the Participant pays all delinquent invoices and fees and a Participation Reinstatement Fee of \$500. After 60 days, the Participant must re-apply for any Participation and pay all unpaid fees and fines prior to or at the time of application.

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the board of managers of the service to the association of REALTORS® 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 Board of Managers 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 Board of Managers that the use is authorized. Any proof submitted will be considered by the *Board of Managers*, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the Board of Managers determines that the use of the content was unauthorized, the Board of Managers 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.

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

Section 9.4 MLS Rules Violations

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

Section X Confidentiality of MLS Information

Section 10 Confidentiality of MLS Information

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

Section 10.1 MLS Not Responsible for Accuracy of Information

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

Section XI Ownership of MLS Compilation* and Copyright

Section 11

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or 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 the listed property. *(Amended 5/18)*

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. *(Adopted 5/18)*

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

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

MLS Rules and Regulations

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

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

Section 11.2 Display

Each participant shall be entitled to lease from MLS United, LLC a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the service*

*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.

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

Section XII Use of Copyrighted MLS Compilation

Section 12 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by MLS United, LLC., 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 multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service 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.

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.

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

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.

MLS Rules and Regulations

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

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

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

Section XIII Use of MLS Information

Section 13 Limitations on Use of MLS Information

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

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

Based on information from **MLS United, LLC**. for the period (date) through (date).

Section XIV Changes in Rules and Regulations

Section 14 Changes in Rules and Regulations

Changes in Rules and Regulations: Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Managers of the Service.

Section XV Lock Box Rules

Section 15.1 Equipment Rules Related to Lock/Key Boxes

The service shall adopt and follow policies for the regulation of the use of lock/key boxes by Participants, Subscribers, and other authorized users consistent with *Lock/Key Box Repositories, Section 1: Lock Box Security Requirements (MLS Policy Statement 7.31)* as adopted by the National Association of REALTORS®.

MLS United, LLC. shall be the exclusive provider of the MLS approved lock/key box system. The only MLS-approved lock/key box supported by the service are the SUPRA® BTLE lockbox (“SUPRA® lockbox”) If “MLS keybox” is indicated in the showing requirements for any listing in the service as the method of access by Participants and Subscribers, such box must be the MLS SUPRA® lockbox approved by the service.

Any physical or electronic key, programmer, or other device utilized as a key by which a lockbox can be opened must be non-duplicative, meaning that the key cannot be readily copied or shared with any person other than the Participant, Subscriber or other authorized user to which it is assigned. For this reason, keys utilizing an app or similar software shall only be installed on the user’s personal mobile phone. Installation or use of key apps or similar software shall not be permitted on tablets.

A Seller of property listed in the service may authorize use of a lock/key box other than the Supra® lockbox, or no box. In such instances, the appropriate box description (e.g., “combination lock box,” “combo deadbolt lock,” “lockbox”), or “no keybox” shall be indicated in the showing requirements for the listing. In any instance where the SUPRA® lockbox is not used, any lockbox approved by the seller on listed properties must provide timely access to the property. For purposes of this rule, access must be achievable within 24 hours of a request for access in order to constitute “timely access.” The service reserves the right to refuse approval of any lockbox system which does not afford timely access.

No one shall be required to lease a key from the service except on a voluntary basis.

MLS United may refuse to sell or lease lockbox keys, may terminate existing Key Lease Agreements, and may refuse to activate or reactivate any key held by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances:

- a) The service determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and
- b) The service gives the individual an opportunity to provide, and the service must consider mitigating factors related to the individual's criminal history, including but not limited to, factors such as:
 - i) the individual's age at the time of the conviction(s)
 - ii) nature and seriousness of the crime
 - iii) extent and nature of past criminal activity as engaged in
 - iv) time elapsed since criminal activity was engaged in
 - v) rehabilitative efforts undertaken by the applicant since the conviction(s)
 - vi) facts and circumstances surrounding the conviction(s) and
 - vii) evidence of the current fitness to practice real estate.

MLS Rules and Regulations

The service may suspend the right of lockbox keyholders to use lockbox keys following their arrest and prior to a criminal determination on any such charge if, in the determination of the service, the charge relates to a crime that relates to the real estate business or puts clients, customers, or other real estate professionals, or property at risk.

Lockboxes may not be placed on a property without written authority from the seller. *(Amended 02/24)*

Section 15.2 Usage Rules Related to Keys and Lock/Key Boxes

- Supra eKeys® are exclusively available for use by authorized MLS United Participants or Subscribers and cannot be shared with anyone, without exception.
- MLS United Participants and Subscribers who provide ancillary services (including, but not limited to, home inspectors, stagers, photographers, contractors, etc.) are prohibited from using their Supra eKey® to gain access to any Supra® lockbox governed by these rules for the provision of ancillary services. (For ancillary service providers, see Section 15.5)
- It is the responsibility of the Participant to oversee and ensure the compliant usage of Supra eKeys® by their Subscribers. Any misuse or unauthorized use may subject the Participant to penalties as set forth in these rules and regulations.
- Supra eKey® Digital Keys, which are single-access individual credentials that afford authorized access to SUPRA® lockboxes, can only be given or used for access as authorized and instructed by the seller, and cannot be shared with, transmitted to, or used by any other MLS United Participant or Subscriber or any other person.
- It is prohibited to remove a key from a property or lockbox without the listing Participant's or Subscriber's permission.
- Once a key is removed from a lockbox by an authorized Participant or Subscriber, that Participant or Subscriber shall not transfer control of the key to any other individual without listing Participant's permission.
- It is the responsibility of any party seeking access to coordinate through the Listing Participant or Subscriber all appointments to gain access to the property. *(Amended 02/24)*

Section 15.3 Owners Right of Refusal

Nothing shall prevent an owner's right to refuse to have a lock box on his property, or a Participant's right to decline to use lock boxes on properties listed by his office, or to carry a key.

Section 15.4 Key Lease Agreements

The Board of Managers may adopt and approve Key Lease Agreements for use between the service and Participants (Participants' licensees and non-member service providers who are authorized to hold Supra eKeys®), consistent with Section 15.1 above.

Section 15.5 Ancillary Service Provider Access

The service provides non-member access through Supra® lockboxes system using Supra's Managed Access system. For the purposes of this rule, ancillary service providers are person who are not members of the service but who are actively engaged in a recognized field of real estate practice or in related fields and provide services that support MLS United Participants, Subscribers and their clients in the sale, purchase or lease of real estate. Ancillary service providers may be granted a revocable license by the service to utilize this system for limited access to listed properties, subject to strict compliance with all requirements set forth in this rule.

MLS Rules and Regulations

To be eligible, ancillary service providers must meet the following requirements: The applicant must:

- Be an Affiliate Member in good standing with one of the MLS United, LLC Member REALTOR® Associations.
- Hold a valid license or sufficiently verify to the service that they are qualified to engage in the specific business activities related to the service offered and be fully compliant with any regulatory standards of the jurisdiction where they perform services.
- Confirm that any license issued by the service shall be used solely to provide ancillary services approved by the service.
- Submit all forms mandated by the service including, but not necessarily limited to, an application and an indemnification and hold harmless agreement.
- Payment in full of applicable fees
- Provide proof of bonds and/or liability insurance coverage, with proof that MLS United, LLC is named an additional insured.

All qualifying ancillary service providers issued a managed access Lease Key Agreement by the service will receive a Supra eKey® (Managed Access version only) that may be utilized by MLS United Participants and Subscribers to grant property access to the ancillary service providers. Failure of any ancillary service provider to comply with all service rules and regulations may, at MLS United's sole discretion, result in termination, with or without notice, of that ancillary service provider's right of use. *(Amended 02/24)*

Section XVII Orientation

Section 17 Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to, and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within ninety (90) days, or within the next three available orientation sessions after access has been provided. Applicants who do not satisfy this requirement will be denied services until such requirement has been met and will be subject to discipline as prescribed in the Rules and Regulations of the Service. *(Amended 06/23)*

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 additional training remotely.

Section XVIII Internet Data Exchange (IDX)

Section 18 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 listing. *(Amended 5/17)*

Section 18.1 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 through IDX, 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.

Section 18.2 Participation

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

Section 18.2.1

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.

Section 18.2.2

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

Section 18.2.3

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

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant.

MLS Rules and Regulations

Section 18.2.5

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

Section 18.2.6

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

Section 18.2.7

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

Section 18.2.8

Any IDX display controlled by a participant or subscriber that

- a) allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant’s IDX display may communicate the participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.

Section 18.2.9

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

Section 18.2.10

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

MLS Rules and Regulations

Section 18.2.11

Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 18.2.12

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

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

Section 18.3 Display

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

Note: Firms found not in compliance with these provisions listed in Section 18.3 shall be terminated immediately as an IDX Participant. A Participant may make an application for reinstatement after thirty days and pay an application fee as noted in Section 18.4.

Section 18.3.1

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

Section 18.3.1.1

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

Section 18.3.2

Deleted May 2015.

Section 18.3.3

Deleted May 2017; moved to 18.2.12 May 2017.

Section 18.3.4

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

Section 18.3.5

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

MLS Rules and Regulations

Section 18.3.6

Deleted November 2006.

Section 18.3.7

All listings displayed pursuant to IDX shall show the MLS as the source of the information. *

*Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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 18.3.8

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

*Displays of minimal information (e.g. “thumbnails,” text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. 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 18.3.9

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

Section 18.3.10

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

Section 18.3.11

Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. 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. *

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

MLS Rules and Regulations

*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 18.3.12

Display of expired and withdrawn listings is prohibited.

Section 18.3.13

Display of seller’s(s’) and/or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited. The MLS system will not reside on Participants’ servers.

Section 18.4 Service Fees and Charges

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

Section XIX Virtual Office Websites (VOWs)

Section 19.1 VOW Defined

- a) A “Virtual Office Website” (VOW) is a participant’s Internet website, or a feature of a participant’s website, through which the participant is capable of providing real estate brokerage services to consumers with whom the participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS listing information, subject to the participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.
- b) As used in Section 19 of these rules, the term “participant” includes a participant’s affiliated non-principal brokers and sales licensees—except when the term is used in the phrases “participant’s consent” and “participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all Virtual Office Websites, whether operated by a participant, by a non-principal broker or sales licensee, or by an “Affiliated VOW Partner” (AVP) on behalf of a participant.
- c) “Affiliated VOW Partner” (AVP) refers to an entity or person designated by a participant to operate a VOW on behalf of the participant, subject to the participant’s supervision, accountability, and compliance with the VOW policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a participant. No AVP has the right to use MLS listing information, except in connection with operation of a VOW on behalf of one or more participants. Access by an AVP to MLS listing information is derivative of the rights of the participant on whose behalf the AVP operates a VOW.
- d) As used in Section 19 of these rules, the term “MLS listing information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants.

Section 19.2

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

Section 19.3

- 1) 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 e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - 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.
- 2) 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, username, 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.
- 3) 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, username, 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.

MLS Rules and Regulations

- 4) 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:
 - a) that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - b) that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - c) 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
 - d) 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.
 - e) that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- 5) 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.
- 6) The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

Section 19.4

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

Section 19.5

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

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

Section 19.6

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

Seller Opt-out Form

1. Check one.
 - a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
 - b. I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.
2. I understand and acknowledge that if I have selected Option a., consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

Initials of Seller

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

Section 19.7

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

MLS Rules and Regulations

- b. Notwithstanding the foregoing, at the request of a seller, the participant shall disable or discontinue either or both of those features described in Subsection a. as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all participants' websites. Subject to the foregoing and to Section 19.8, a participant's VOW may communicate the participant's professional judgment concerning any listing. A participant's VOW may notify its customers that a particular feature has been disabled at the request of the seller.

Section 19.8

A participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within 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 19.9

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

Section 19.10

Except as provided in these rules, 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 19.11

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

Section 19.12

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property.

Section 19.13

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

Section 19.14

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

Section 19.15

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

- a) expired and withdrawn listings
- b) the compensation offered to other MLS participants
- c) the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d) the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e) instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f) Sales price if sold information is not publicly accessible in the jurisdiction of the MLS

Note: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15 f must be omitted. (*Revised 11/15*)

Section 19.16

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

Section 19.17

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

Section 19.18

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 0 (zero) sold listings in response to any inquiry.

Section 19.20

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

MLS Rules and Regulations

Section 19.21

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

Section 19.22

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

Section 19.23

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

Section 19.24

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

Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller’s listing or the address of the seller’s listing from display on the Internet, a copy of the seller’s affirmative direction shall be provided to the MLS within forty-eight (48) hours.

Section XX Citation Schedule for MLS Rules Violations

Section 20 Citation Schedule for MLS Rules Violations

Refer to Section 7 Compliance with Rules and Section 9 Enforcement of Rules and Disputes

Section 20.1 Violation Categories and Citations

This Citation Schedule summarizes the MLS rules that are subject to a fine if violated:

Category 1 - Minor: No citation if corrected within 48 hours. Failure to correction within 48 hours results in an escalation to Category 2 and a \$350 fine to Participant

Category 2 - Serious: \$350 fine to Participant. Failure to correct within 48 hours results in an escalation to Category 3 and a \$500 fine to Participant

Category 3 - Severe: \$500 fine to Participant and other possible discipline determined by Compliance Committee consisting of one (1) or more of the following:

MLS Rules and Regulations

- a. Letter of warning
- b. Letter of reprimand
- c. Attendance at an MLS Orientation
- d. Additional fines may be imposed when deemed appropriate, with the total amount not exceeding \$15,000
- e. Probation for a stated period of time not less than 30 days or more than 1 year
- f. Suspension of MLS rights, privileges, and services for not less than 30 days or more than 1 year
- g. Termination of MLS rights, privileges, and services with no right to reapply for a specified period of time not to exceed 3 years. *(NAR Policy adopted (11/07) (Amended 05/17)*

Section 20.2 Escalation

A Category 1 violation shall escalate to a Category 2 violation if not corrected within the allotted 48 hours. Category 2 violations shall escalate to Category 3 if not corrected within the allotted 48 hours.

Section 20.3 Citations Applicable for Specific Rule Violations

MLS Rule	Summary	Citation Category
Section I	Listing Procedures	
1.0.1	Failure to timely enter listing into the system	2
1.1	Failure to enter correct property type	1
1.2	Failure to obtain a listing agreement complete in all details	1
1.2	Failure to submit requested documents to the Service	2
1.2.0	Failure to enter complete and accurate listing information	1
1.2.1	Failure to notice cooperating brokers to limited services being provided	2
1.4	Failure to notice cooperating brokers of a change in status of a listing	2
1.5	Failure to properly report withdrawn or cancelled listings	2
1.11	Failure to include a definite termination date on a listing agreement	1
1.17	Failure to include the front elevation as the primary photo of the listing	1
Section II	Selling Procedures	
2.1	Failure to present an offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so	3
2.2	Failure to submit offers/counteroffers until closing	3
2.3	Failure to include the Cooperating Broker in presentation of offer	3
2.4	Failure to include the Listing Broker in presentation of counteroffer	3
2.5	Failure to timely report sales to the Service	2
2.6	Failure to timely report resolved contingencies to the Service	2

MLS Rules and Regulations

MLS Rule	Summary	Citation Category
2.7	Failure to obtain listing brokers permission to advertising a listing	2
2.8	Failure to report the cancellation of a pending sale	2
2.10	Failure to make listings available to schedule showings upon entry into MLS	2
Section IV	Prohibitions	
4.1	Placing a For Sale sign on another Participant's listed property	1
4.2	Placing a Sold sign on another Participant's listing property prior to closing	1
4.6	Misuse of Public Remarks and Media Information	1
Section V	Division of Commissions	
5.0.1	Failure to disclose potential short sale when reasonably known	3
5.1	Failure to disclose ownership interest in a listed property	2
5.2	Failure by a cooperating broker to disclose contemplated interest to a listing broker	2
Section VI	Service Charges	
6	Failure of a Participant to timely communicate to the MLS agent hirings/terminations	2
Section IX		
9.3	Unauthorized use of listing content, including photos	Determined by Board of Managers
Section XII	Use of Copyrighted MLS Data	
	Failure to maintain proper control over copyrighted MLS data	3
Section XIII	Use of MLS Information	
	Failure to create statistical reports using aggregated demonstrations of market share	3
Section XV	Lockbox Rules	
15.1	Failure to provide timely access to a property where a non-MLS lockbox is installed	3
15.2	Improper removal of keys from a lockbox or transfer of keys from lockboxes to others	3

(Revised 02/24)

Section 20.3 Reporting an Inaccuracy or Violation

An MLS Violation must be delivered in writing (letters/emails with the required information will be accepted) when inaccurate or incomplete information is discovered in the MLS database. Reports of violations will not receive follow up regarding violation submitted. This communication may be sent anonymously to MLS United staff. Mail to: compliance@mlsunited.com

**Rules and Regulations Approved by:
MLS United, LLC Board of Managers: 08/2021**

Amended: 02/2022, 06/2022, 09/2022, 06/2023, 10/2023, 02/2024