

RULES & REGULATIONS OF THE MULTIPLE LISTING SERVICE

Amended August 2026



**WHITE MOUNTAIN
ASSOCIATION OF REALTORS®**



INDEX

AUTHORITY, PURPOSE, PARTICIPATION	I
LISTING PROCEDURES & ENFORCEMENT OF VIOLATIONS.....	II
SELLING PROCEDURES	III
REFUSAL TO SELL	IV
PROHIBITIONS.....	V
COMPENSATION POLICY.	VI
MLS FEES AND CHARGES.....	VII
COMPLIANCE WITH RULES.....	VIII
COMMITTEE, MEETINGS, RECORDS & COMMUNICATION	IX
ENFORCMENT OF RULES OR DISPUTES	X
CONFIDENTIALITY OF MLS INFORMATION	XI
OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS	XII
USE OF COPYRIGHT MLS INFORMATION.....	XIII
USE OF MLS INFORMATION.....	XIV
CHANGES IN RULES AND REGULATIONS	XV
KEYSAFE SYSTEM	XVI
INTERNET DATA EXCHANGE (IDX).....	XVII
VIRTUAL OFFICE WEBSITE (VOW)	XVIII
BROKER BACK OFFICE (BBO)	XIX

MULTIPLE LISTING SERVICE THE WHITE MOUNTAIN ASSOCIATION OF REALTORS®

Rules and Regulations
authorizing MLS as a
Committee of the
Association Effective
February 2017

Changes to the MLS Rules and Regulations

From time to time, the White Mountain Association of REALTORS® updates these MLS Rules and Regulations to comply with changes in National Association of REALTORS® (“NAR”) policies or Arizona law as well as for general improvement. All recent changes to these MLS Rules are shown in highlight and/or red print by strikeout or underline. Additional formatting and editing changes may have also occurred but will not necessarily be shown.

ARTICLE I AUTHORITY, PURPOSE, PARTICIPATION

Section 1.1. Authority. The White Mountain Association of REALTORS® (“Association” or “WMAR”) shall maintain for the use of its Members a Multiple Listing Service (“MLS” or “Service”), which shall be subject to the Bylaws of the Association and such Rules and Regulations (“Rules”) as may be hereinafter adopted.

Section 1.2. Purpose. A Multiple Listing Service is:

- a. a means of enhancing cooperation among Participants;
- b. a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers
- c. a means by which Participants engaging in real estate appraisal contribute to common databases;
- d. a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public
(Amended 08/24)

Section 1.3. Definition of MLS Participant. Where the term REALTOR® is used in this explanation of policy in connection with the word member or the word Participant, it shall be construed to mean the REALTOR® principal or principals, of this or any other association, or a firm comprised of REALTOR® principals participating in a multiple listing service owned and operated by the board. Participatory rights shall be held by an individual principal broker unless

determined by the association or MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are REALTOR® members of this or any other association, or who are legally entitled to participate without association membership.

However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they hold a current, valid real estate broker's license and offer or accept cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. 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. (Amended 08/24)

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients, and to cooperate "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law. (Amended 08/24)

The key is that the Participant or potential Participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a "Virtual Office Website" (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to. An MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is

in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants... (Adopted 08/24)

Any REALTOR® of this or any other association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in multiple listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.* However, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service membership or participation unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

**Cooperation is the obligation to share information on listed property and to make property available to other brokers to show to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law.

*Optional qualifications which may be adopted at the local association's discretion: 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 within thirty (30) days after access has been provided. (Amended 11/96)

Associations are not required to establish prerequisites for MLS participation beyond holding REALTOR® (principal) membership in an association. However, if the association wishes to establish these requirements for MLS participation or for access to MLS-generated information, the requirement of attendance at an orientation program is the most rigorous requirement that may be established. (Amended 02/94)

**Generally, associations of REALTORS®, when there is more than one principal in a real estate firm, define the chief principal officer of the firm as the MLS participant. If each principal is defined as a participant, then each shall have a separate vote on MLS matters. Brokers or salespersons other than principals are not considered participants in the service but have access to and use of the service through the principal(s) with whom they are affiliated. A nonmember applicant for MLS participation who is a

principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the membership committee that he has no record of recent or pending bankruptcy; has no record of official sanctions involving unprofessional conduct; agrees to complete a course of instruction (if any) covering the MLS rules and regulations and computer training related to MLS information entry and retrieval, and shall pass such reasonable and non-discriminatory written examination thereon as may be required by the MLS; and shall agree that if elected as a Participant, he will abide by such rules and regulations and pay the MLS fees and dues, including the nonmember differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership unless they hold a current, valid real estate broker's license and cooperate or are licensed or certified by an or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law.

Section 1.3a. Association and MLS Compliance with National Association Policy.

Those associations or multiple listing services found by the National Association to be operating under bylaws or rules and regulations not consistent with mandatory policies of the National Association are not entitled to errors and omissions insurance coverage and their charters are subject to review and revocation. (Adopted 08/24)

Section 1.3b. Inclusion of Exclusive Agency Listings in MLS Compilations and Databases. Multiple listing services shall not establish or maintain any rule or policy prohibiting inclusion of exclusive agency listings that would be otherwise acceptable for inclusion in the compilation of current listing information. Explanation: This policy shall not be construed as requiring Participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between Participants affiliated with different firms or others to refuse to accept exclusive agency listings. This policy contemplates multiple listing services will clearly distinguish between exclusive right-to sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings. (Amended 08/24)

Section 1.3c. Categorization of MLS Services, Information, and Products. Core MLS information, services, and products are essential to the effective functioning of MLS, as defined, and include:

- active listing information

Section 1.4. Supervision. The activity shall be operated under the supervision of the Multiple Listing Committee, in accordance with the Rules, subject to approval by the White Mountain Association of Realtors® Board of Directors. (Amended 07/25)

Section 1.5. Access to Comparable and Statistical Information. Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, information other than current listing information that is generated wholly or in part by the MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of Association members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, re-transmitted, or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in the Rules. Association Members who receive such information, either as an Association service or through the Association’s MLS, are subject to the applicable provisions of the Rules whether they participate in the MLS or not. (Amended 02/26)

Section 1.6. Statistical Reports. MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate brokerage, management, appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS® who do not participate in the MLS may be included in the price charged for such information. Any information provided may not be transmitted, retransmitted, or provided in any manner to any individual, office, or firm, except as otherwise authorized in the MLS rules and regulations. MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of REALTORS® as a condition of such access. (Amended 3/22) (Amended 02/26)

Section 1.7. MLS Participation by Brokers Acting as Agents of Potential Purchasers. No association or association MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an association MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the Participant is representing the potential purchaser as an agent, the Participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent or as provided by state law; and must make his true position clearly known to all

interested parties at first contact. (Adopted 8/24) (Amended 02/26)

Section 1.8. Participant as a 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. (Adopted 02/26)

Section 1.29 Participant as Purchaser. If a participant or any licensee (including licensed and certified appraisers) affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 02/26)

ARTICLE II LISTING PROCEDURES

Section 2.1. Listing Subject to Rules of the Service. Any listing taken on a contract to be entered into the MLS is subject to the Rules and Regulations of the Service.

Section 2.1a. Clear Cooperation (NAR Policy Statement 8.0). 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 05/20)

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. (Adopted 02/26)

Section 2.1b. Coming Soon. Coming Soon status indicates that the broker and the seller are preparing the property for sale and for marketing as Active status. This status is not intended to give the listing broker an advantage in finding a buyer for the property to the detriment of cooperating brokers or to circumvent the selling of the property on an open market. The intended use of this status is to provide a vehicle for participants and subscribers to notify other participants and subscribers of properties that will be made fully available for showing and marketing after preparations have been completed.

While the property is in Coming Soon status, the seller and the listing broker may not promote or advertise the property in any manner other than as 'coming soon'.

Properties in this status may not be shown.

This status is for short term use preparatory to Active status, 14 days or less, and must have a listing agreement and seller(s) written authorization. (Adopted 10/22)

Section 2.2. Types of Listings; Responsibility for Classification. 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 and exclusive agency listing form(s) shall be delivered/entered to the multiple listing service within seventy-two (72) hours after all necessary signatures of seller(s) have been obtained:

- 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. Land, business, motel/hotel, land with building, and business opportunity.

Note 1: 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:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants
- 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 cooperate with other Participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 08/24)

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

- a. Exclusive right to sell
- b. Exclusive agency
- c. Open
- d. Net

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 Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. (Amended 08/24)

The **exclusive right to sell** listing is the form of listing where the seller exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property. (Amended 08/24)

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right to sell listings with named prospects 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 exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospect exempted. 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.

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing services. (Adopted 07/16)

Note 3: 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. (Adopted 07/16)

It shall be the responsibility of the broker Participant to properly classify the type of listing, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of the listing, the listing broker certifies that the listing falls under the legal classification designated. The MLS shall have no affirmative responsibility to verify the listing type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the listing type and if the listing broker does not reclassify it accordingly, the Association and/or MLS shall have the right to reject or remove any such listing that it determines falsely

represents the classification of listing type. (Adopted 07/16)

Section 2.3. Type of Properties. The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be entered into the system and other types that may be entered into the system at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's license as a real estate broker: (Amended 10/07)

- a. Residential
- b. Residential Income
- c. Subdivided Vacant Lot
- d. Land and Ranch
- e. Business Opportunity
- f. Motel-Hotel
- g. Mobile Homes with Real Estate
- h. Mobile Homes with Leased Land
- i. Commercial Income
- j. Industrial
- k. Commercial Land
- l. Commercial Land with Building
- m. Rentals

Section 2.3a. Modular Home Properties. This rule outlines the criteria under which a modular home may be classified and listed as "site-built" in the White Mountain Association of REALTORS® MLS system, aligning with Arizona standards and appraisal practices. To qualify, the home must be built to International Residential Code (IRC) standards (not HUD), placed on a permanent foundation approved by local authorities, legally affixed and classified as real property, possess a valid certificate of occupancy, and lack any HUD certification labels. Listing agents must disclose its modular nature and IRC compliance in remarks, and provide documentation such as permits and assessor records upon request. Appraisers and lenders should be consulted to confirm site-built classification for financing. Misrepresentation may result in MLS correction or disciplinary action, and WMAR reserves the right to audit listings. This rule applies strictly to IRC-compliant modular homes and does not supersede zoning, financing, or insurance classifications. (Adopted 09/25)

Sections 2.3b Property Type Definitions The following definitions are to be used to clarify some of the property sub types when necessary:

- **Manufactured Home.** A "manufactured home" is a dwelling of at least 400 square feet and at least 12 feet wide, constructed to the "HUD Code" for manufactured housing, that is built on a permanent chassis and installed on a permanent foundation system. A manufactured home will have a HUD Data Plate/Compliance Certificate located on the interior, typically inside of a cabinet in the kitchen, laundry

room or on the wall in the main bedroom closet. A HUD Data Plate/Compliance Certificate is the size of a standard sheet of paper and will contain information such as Manufacturer, Date of Manufacture, Serial Number, Model Number and specific details regarding the construction/engineering. In addition, the manufactured home will have a HUD Label/Tag on the exterior of each section of the house. A HUD Label/Tag is a metal plate, about 1-1/2" X 3-1/2", containing a HUD Number and Certification of being built to minimum HUD standards. A manufactured home will be built after June 15, 1976. Contact the Arizona Department of Housing/Office of Manufactured Housing for more information.

- **Mobile Home.** A mobile home is similar to a manufactured home but is built prior to June 15, 1976. These houses are not built to HUD building code.
- **Modular Home/Factor Build Home.** A modular home is a prefabricated house constructed in sections, or modules, in a factory setting and then transported to the building site for assembly. Once assembled, it is permanently affixed to a foundation. Modular Homes can be on-frame or off-frame, similar to a manufactured home. The distinguishing difference is a Modular Home is built to State Building Code, whereas a Manufactured Home is built to HUD Building Code. Modular Homes can commonly be compared to site-built homes for lending purposes. A modular home will NOT have a HUD Data Plate/Compliance Certificate, nor will it have HUD Labels/Tags. Contact the Arizona Department of Housing/Office of Manufactured Housing for more information.
- **Park Model.** A park model home is a type of recreational vehicle designed for temporary or full-time living. They are typically under 400 sf and are typically built on a frame. Park Models are NOT built to HUD or State building code, but rather to ANSI 119.5 standards. A park model home will NOT have a HUD Data Plate/Compliance Certificate, nor will it have HUD Labels/Tags.
- **Condominium.** Typically, a condominium (or condo) is a type of property ownership where a building is divided into individual units that are owned separately, while the common areas are jointly owned by all unit owners. However, a condo can be a single dwelling as well. Each owner has exclusive rights to their unit and shares responsibility for the maintenance of shared spaces. As for the livable dwelling portion of condo ownership, an owner owns everything inside of the exterior walls, floor and ceiling. A condo does not own the land in which it is situated upon. Thus, it is essentially "air-space".
- **Town House.** Most townhouses have two or more floors but may have only one floor. They share at least one side wall with a neighboring unit. Each unit has its own front door/private entrance. Townhouses usually come with a small yard, terrace or balcony and own the land in which they are situated upon. Unlike a condo, most town houses are owned individually, meaning the owner is responsible for both interior/exterior maintenance, including the land in which it is situated upon. However, some developments have exterior maintenance agreements that are

funded by an HOA. Most townhouse developments have some type of common area(s). The distinguishing factor between a condo and townhouse is that a condo owns “air-space” and common areas, and a townhouse owns the entire unit, including the land in which it is situated upon.

Section 2.4. Detail on Listings Filed with the Service. A listing Agreement or Property Data Form, when entered into the MLS by the listing broker, shall be complete and accurate in every detail which is ascertainable as specified on the Property Data Form. (Amended 02/07)

Section 2.4a. Accuracy of Listing Data. Participants and subscribers are required to submit accurate listing data and are required to correct any known errors. (Adopted 02/26)

Section 2.4.1. Required Documents. Properly executed Home Owners Association Addendum will be uploaded into Associated Document prior to listing becoming active. All properties located in a Home Owners Association or Property Owners Association that do not contain the Home Owners Association Addendum in Associated Documents will be fined per the current Rate & Fee Scheduled. REO properties are exempt.

It shall be the responsibility of the broker Participant to properly classify the type of listing, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of the listing, the listing broker certifies that the listing falls under the legal classification designated. The MLS shall have no affirmative responsibility to verify the listing type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the listing type and if the listing broker does not reclassify it accordingly, the Association and/or MLS shall have the right to reject or remove any such listing that it determines falsely represents the classification of listing type. (Adopted 07/16) (Amended 09/17) (Amended 02/26)

Section 2.5. Listing Photos. Photos uploaded to the MLS in relation to any associated listing shall not include any real estate for sale signage, real estate advertising, or sales contact information. Additionally, at least one (1) photo of the property is required to be uploaded prior to the listing being made “Active.” If a residence, the listing must include an exterior photo of the residence, preferably a frontal view. If vacant land, a plat map (defining the subject property) or an aerial view (clearly defined) of the property is acceptable, but it must be of the subject property. If violated, fines per the Rate & Fee Schedule are applicable. (Amended 03/15)

Section 2.5a. Virtual Staging. “Virtual Staging” is defined as using photo editing software to create a photo or conceptual rendering of what a room and/or property could look like, if it were staged or lived in.

- a. Prohibited Inclusions: Modifying photo(s)/rendering(s) to include visual elements

not within a property owner's control is strictly prohibited. Example: Editing in a view of the peaks that is not physically possible from the specified location in the real world.

- b. Prohibited Exclusions: Modifying photo(s)/rendering(s) to exclude visual elements not within a property owner's control is strictly prohibited. Example: Removing power lines, water towers and/or nearby highways.
 - Permitted Uses: Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include, but are not limited to:
 - Applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of an empty room.
 - Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.

Disclosure of virtually staged photo(s) is required to be readily visible on the image, and a non-staged image must be included immediately following or preceding the virtually staged photo(s).

- c. Permitted Virtual Staging and Listings of Properties Not Fully Constructed:
 - Virtually staged photo(s)/rendering(s) on either (a) To-Be Built or (b) Under Construction is permitted for all facets of real property to be conveyed to a buyer in a sale. Disclosure of virtually staged photo(s)/rendering(s) is required on the image. (Adopted 10/23)

Section 2.5b. WMAR Watermark. All listing images displayed through the WMAR MLS, including IDX, VOW, and BBO displays, shall display the official WMAR MLS watermark. The WMAR MLS watermark shall not be removed, altered, obscured, or replaced.

Section 2.5.c Digitally Altered Images. "Digitally Altered Images" include, but are not limited to, virtual staging, conceptual renderings, object additions or removals, sky replacements, enhanced or replaced landscaping, enhancements, twilight conversions, and any other digital modification of a listing image. Digitally altered images are permitted provided they do not materially misrepresent the property's condition, features, location, view, or any characteristic not under the property owner's control. Permanent structural features, views, neighboring improvements, easements, utility lines, or other material characteristics shall not be added, removed, or altered in a manner that could mislead a consumer. Conceptual renderings for To-Be-Built and Under Construction properties are permitted when they accurately depict the improvements intended to be conveyed with the property. All digitally altered images shall include a disclosure on the image identifying it as a "Digitally Altered," "Virtually Staged," "Rendering," or similar language. The use of digitally altered images shall also be disclosed in the MLS Public Remarks and any designated MLS disclosure field, if available. When virtual staging is used for an existing structure, at least one corresponding non-staged image of the same room or space shall also be

included in the listing.

Section 2.6. Owner's Name. Owner's name shall be a required field prior to the listing being made "Active." Owner's name shall be exactly as it appears in public records. Example: John Doe & Mary Allen Pickles Trust may read "Pickles Trust." (Adopted 02/15).

Section 2.7. Proper Entry of Area and Subdivision. All listings entered into the MLS must be entered into one (1) Area and Subdivision. Listing in more than one (1) Area or Subdivision is not permitted. The Area that is selected shall be the one that best represents the actual physical location of the parcel. (See Article X "Enforcement of Violations") (Amended 06/14)

Section 2.7a. Directions. When providing directions to a property in a listing, the following guidelines must be adhered to:

- a. **Turn-by-Turn Directions:** Include detailed, step-by-step driving directions starting from a prominent landmark or major intersection. Ensure the directions are clear and concise, with each turn and if possible, a landmark noted.

Example:

- Start at the intersection of Main St. and Elm St.
- Head north on Main St. for 2 miles.
- Turn right onto Oak Ave.
- Continue straight for 1 mile, then turn left onto Maple Dr.
- The property will be on the right, at 123 Maple Dr.

- b. **GPS Coordinates:** Optionally, include the GPS coordinates of the property for precision and ease of location. The coordinates should be in the format of latitude and longitude.

Example:

- GPS Coordinates: 34.0522° N, 118.2437° W

You may not solely provide GPS coordinates, instruct to "see map in listing office," or request to "call lister" for directions. Listings must include comprehensive turn-by-turn directions to the property as stated above.

These directions must be accurate and regularly updated to ensure potential buyers and agents can easily locate the property. Failure to comply with this rule may result in the listing being flagged.

If property directions exceed 400 characters, it is permissible to continue in a document loaded in the document tab. (Adopted 08/24)

Section 2.8. Subdivision Listings. A master listing may be made for subdivisions. Upon contract, the lot shall be input as a new listing followed by a sold change order making available the information for comparative analysis. (Relocated 11/11)

Section 2.9. Proper Entry of Split Properties. Properties, which can be split, may be entered multiple times to reflect the split. Each entry must reflect the other MLS numbers for the splits, as well as the parcel in its entirety. (Adopted 05/08)

Section 2.10. Lot Reservations. Lot Reservations may be input into the MLS under “TYPE: Reservations Only” provided an application for a Public Report has been submitted to ADRE. A copy of the ADRE Lot Reservation Form stating the Broker can accept Lot Reservations must be on file at WMAR office. Only one listing for all Lot Reservations may be entered into the MLS prior to receipt of the Public Report. The listing agent must have a signed listing agreement. After the Public Report is received, then individual listings shall be entered into the MLS and the listing for Lot Reservations shall be immediately withdrawn. (Relocated 11/11)

The maximum price for the Lot Reservation listing shall be entered into the “Asking Price” field. The Lot Reservation listing must include in the Public Remarks: “Currently taking lot reservations only. The Arizona Department of Real Estate has not inspected or approved this project, and no Public Report has been issued for the project. No offer to sell may be made and no offer to purchase may be accepted before issuance of a Public Report of the project. Prices are subject to change without notice.” Public Remarks shall also include the price range of all lots.

Section 2.11. Proper Entry of Addresses. Addresses of all properties entered into the MLS must include the actual street address, vacant subdivision lots must include the lot number and the name of the road, street or highway upon which the property abuts, and metes and bounds entries must include the name of the road, street or highway on which the property abuts. No other comments or entries in the Address fields will be permitted. (see Section 2.11a and 2.11b for exceptions) (Amended 02/09)

Section 2.11a. Property Addresses. At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn’t exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 03/22)

Section 2.11b. Property Addresses. Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If a property address is unavailable, then the parcel identification number must be submitted at the time the listing is filed. If no address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a legal description of the property sufficient to describe the location of the property. This information shall be available to participants and subscribers at the time of filing. (Amended 03/22)

Section 2.12. Proper Direction of Virtual tour Link. The Virtual Tour link may only be used to display a tour of the listed property. (See also Section 1.30) (Adopted 03/10)

Section 2.13. 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 must disclose that the listing Participant's services to the Seller are "limited" in the listing data field specifically provided for that information and such information shall be disseminated to all Participants and MLS Subscribers so potential cooperating brokers will be aware of the extent of 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 the listing brokers' clients, prior to initiating efforts to show or sell the property.

Limited-Service listings will be identified with an appropriate code or symbol (e.g. "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 broker's clients, prior to initiating efforts to show or sell the property. (Adopted 08/12)

Section 2.14. MLS Entry-Only Listings. This field/status shall only be utilized for the reporting of sales which meet one of two criteria:

- (1) the reporting of a sale for statistical or comparable purposes for a property represented by a Participant which was not previously entered into the MLS system, or
- (2) any property that falls within Section 3.6 of these Rules. (Adopted 07/16)

Section 2.15. One Listing per Participant. A listing may only be entered into the MLS system by one Participant. MLS Subscribers affiliated with that Broker may co-list a property. Listing may be co-listed only with WMAR Participant. (Adopted 05/08)

Section 2.16. Refusal of Listings. The MLS may refuse to accept any listing which fails to adequately protect the interests of the public and other Participants with regards to false or misleading information. (Adopted 02/07)

Section 2.17. Multiple Listing Options for Sellers.

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

Exempt Listing Disclosure: The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes: 1. disclosure about the professional relationship between the Participant and the seller; 2. acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and 3. confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing. Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules.

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

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day once after the listing is has been publicly marketed. See Section 2.1a. Clear Cooperation.

Section 2.18. Timely Status Changes. All listing status changes (including, but not limited to: Active, Pending, Pending Taking Back-ups, closed, Cancelled, or Withdrawn) must be updated in the MLS system within 24 hours of the change. When making such status changes, the complete information must be entered into the system including when applicable, the price, date of change, date of sale, listing office, listing agent, selling office, selling agents, terms, etc. It is the listing broker's responsibility to ensure all status changes are reported accurately and in a timely manner. Failure to comply may result in penalties or disciplinary action as outlined in the current Rate and Fee Schedule. (Amended 09/25)

Section 2.18a. Active Listing with a Contingency. Contingency to be disclosed in either the public and/or the confidential remarks. This is to be used when a seller accepts a contract with a contingency of a home needing to sell for the purchase and is NOT under contract. Buyer Contingency Addendum Section 1. When a contingent offer is accepted and that offer moves to Section 2 of the Buyer Contingency Addendum the listing status is to be moved to Pending Taking Back-ups. (Adopted 04/25)(Amended 09/25)

Section 2.18b. Pending Status. A listing must be changed to “Pending” status if the seller or approving entity has accepted a contract and is not accepting additional offers for consideration. A listing may, instead of Pending, be changed to Pending Taking Back-ups, where the Seller(s) want to see other offers that may come in and accept the other offers to be in a second and third positions. (Adopted 09/25)

Section 2.18c. Concessions. For purposes of MLS reporting, a “concession” shall include any monetary credit, payment, incentive, contribution, or financial benefit provided by either Buyer or Seller that impacts the net proceeds, net purchase price, or financial terms of the transaction. This includes, but is not limited to:

- Contributions toward closing costs
- Rate buy-downs (temporary or permanent)
- Repair credits
- HOA fees or assessments paid on behalf of another party
- Personal property incentives
- Any payment of expenses not customarily paid by that party

Required Disclosure in MLS:

1. All concessions must be accurately reported in the MLS where provided by the seller or buyer and/or agreed to within the purchase contract.
2. Concessions must be entered in the designated MLS field(s) for Concessions, in compliance with system formatting requirements.

Prohibited Use:

1. Concessions **shall not include** any reference to real estate brokerage compensation, commission, cooperative compensation, or any incentive directed to a real estate licensee or brokerage.
2. Concessions fields are for purchase contract related concessions only and must reflect the true nature of contributions. (Adopted 9/25)(Amended 02/26)

Section 2.19. Withdrawal of Listing Prior to Expiration. Listings of Property may be withdrawn from the MLS by the listing broker prior to the expiration date of the listing agreement provided notice is entered into the MLS within 72 hours of receipt (except weekends and holiday) including a copy of the listing broker’s authorization to withdraw the listing.

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

Section 2.20. Contingencies Applicable to Listings. Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants. (Amended 07/20)

Section 2.21. Price Change Information/Listing Price Specified. The full gross listing price will be stated in the contract and will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

The MLS is not required to track or report price change information other than the most recent increase or decrease in the price of current listings. If such information (either with respect to a current listing or to prior listings of that property) is tracked by the MLS and made available to Participants and Subscribers, neither it nor any information from which it may be determined shall be classified as confidential nor may Participants be prohibited from making such information available to clients and customers pursuant to the same rules governing dissemination of other non-confidential data fields.

Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other Participants' listings as a matter of local option. (Amended 02/12)

Section 2.22. Public Remarks Information. Information in the Public Remarks field shall be limited to information describing or marketing the listed property. Field shall not include information about the listing agent or brokerage, including, but not limited to: names, phone numbers, websites, social media accounts, or any other means of directing a prospective buyer to the listing agent or office. Also precluded from Public Remarks are any references to the occupants of the property, lockbox codes, gate codes, co-brokerage information or selling agent bonus information. If violated, fines per the Rate & Fee Schedule are applicable. (Amended 05/15)

Section 2.22a. If compensation is stated in any way, such as co-broke offered, compensation offered, dollar amount, percentage, or any other manner that can be construed as an offer of compensation in the MLS, the member/subscriber will be fined \$1,000.00 and will be required to complete an approved 3-hour Legal/Law-related continuing education course within 60 days of the violation. For each subsequent violation, the fines increase to \$2,500.00 for the member/subscriber. Additionally, subsequent violations will be assessed by the WMAR MLS Committee and WMAR Board of Directors for possible termination. This could include further sanctions and possible membership termination. Fines and penalties will be issued immediately and enforced without exception.

Section 2.23. 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 MLS.

Section 2.24. 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 clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services. (Amended 08/24)

Section 2.25. Expiration, Extension and Renewal of Listings. Any listing entered into the MLS automatically expires on the date specified in the agreement unless renewed by the listing broker and notice of renewal or extension is entered into the Service prior to expiration.

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. (Adopted 07/16)

Section 2.26. Termination Date on Listings. Listings entered into the Service shall bear a definite and final termination date as negotiated between listing broker and the seller.

Section 2.27. Service Area. Only listings of the designated types of property located within the service area of the Association of REALTORS® are required to be submitted to the Service.

Listings of property located outside the Association's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. (Amended 09/18)

Section 2.28. Listings of Suspended Participants. When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS 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 MLS until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS 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 listing in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her clients. (Amended 09/05)

Section 2.29. Listings of Expelled Participants. When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion

became effective. If a Participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS for failure to pay appropriate dues, fees or charges, an Association MLS is not obligated to provide MLS services, including a continued inclusion of the expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his/her clients. (Amended 09/05)

Section 2.30. 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/her clients.

Section 2.31. Days/Time on Market Information. The WMAR MLS is not required to track or report days/time on market information (i.e., the length of time a property has been listed for sale pursuant to a current listing agreement or prior listing agreements, whether with the same or different listing brokers or firms). If such information is tracked by the MLS and made available to Participants and Subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may Participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential permits inclusion of such information in advertisements, including IDX display, of other Participants' listings as a matter of local option. (Adopted 02/12)

Section 2.32. Need to Disclose if Property is a Foreclosure, is Bank-owned, or is Real Estate Owned ("REO"). Participants must disclose if a listing is a foreclosure, bank-owned, auction or real estate owned ("REO") property. (Amended 07/25)

Section 2.33. Virtual Tours and Videos. Participants may only upload unbranded virtual tours or videos to the MLS. (Adopted 06/14)

Section 2.34. Invalid MLS Violation Reporting. Submitting a "Violation" notice to the MLS through the FLEX Report Violation feature which is invalid or unwarranted shall result in a fine per the WMAR Rate & Fee Schedule. (Adopted 05/18)

Note 1: As a self-policing MLS, the Association and Board of Directors encourages each member of the MLS that encounters a typical and routine violation of MLS Rules & Regulations (i.e. Incorrect Area, Improper Owner Name, Signs in Photos, Incorrectly Mapped Properties, Failure to Disclose an Owner/Agent situation, Brokerage contact info in Public Remarks, etc.) to contact the Listing Agent directly to inform them of their

oversight. By doing so we do not overburden staff and volunteers with violation situations that can be easily resolved with a phone call, email or message through Agent Desk.

Section 2.35. Enforcement of Violations. (Adopted 05/08)

- a. The MLS shall have the authority to remove from the MLS system, any listing violations as defined in this Article II. Such removal shall not take place until the violating Participant has been given notice, delivered electronically, 72 hours in advance of any action. The 72-hour notice shall commence on the date of the notice and shall count all days, excluding weekends and holidays. This policy shall be effective on the date approved by the Board of Directors and there shall be no “grandfathering” of listings in the system. (Amended 06/09)
- b. Participants will be given 72 hours, after email notification, to make appropriate corrections. If violated, fines per the Rate & Fee Schedule are applicable. If fines are applied, a second email notification to the participant, allowing another 72 hours for correction will be given. If violated again, the MLS may exercise its right to refuse the listing and may then delete the listing from its system to ensure accuracy and consistency in MLS compilations.
- c. The MLS shall have the authority to make status corrections as listed herein after delivering electronically notification to the violating Participant 72 hours in advance of any action. The 72-hour notice shall commence on the date of the notice and shall count all days, excluding weekends and holidays.
- d. Listings removed from the system for violations may be properly re-entered.
- e. Participants shall be responsible for errors in listings.
- f. Only the MLS through the MLS Committee shall be authorized to enforce this Section 2.33.
- g. Time to appeal MLS Fine – A Member or Subscriber shall have 21 days from the day of an MLS Fine being assessed to appeal the fine to the MLS Committee. If said member or subscriber does not agree with the MLS Committee’s decision, they shall have another 31 days to appeal to the Board of Directors. No MLS Committee or Board of Directors review shall extend past two (2) meetings or 60 days total. (Amended 09/18)

Section 2.36. Buyer/Tenant Representatives. On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

ARTICLE III SELLING PROCEDURES

Section 3.1. Showings and Negotiations. Appointments for showings and

negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker except under the following circumstances:

- a. The listing broker gives cooperating broker specific authority to show and/or negotiate directly; or
- b. After reasonable effort, 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 3.2. 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 3.3. Submission of Written Offers. The listing broker shall submit all written offers until closing unless precluded by law, government rule, regulations, 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. (Adopted 07/16)

Section 3.4. Right of Cooperating Broker in Presentation of Offer. The cooperating broker 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 discussions or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 3.5. 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. 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.

Status Changes, including final closing of sales and sale prices, shall be reported to the

MLS by the listing broker within 72 hours (excluding holidays and weekends) after they have occurred. If negotiations were carried on under Section 3.1 (a) or (b) hereof, the cooperating broker shall report accepted offers and prices to the listing broker within 72 hours (excluding holidays & weekends) after occurrence and the listing broker shall report them to the MLS within 72 hours (excluding holidays and weekends) after receiving notice from the cooperating broker.

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

Note 2: If the sale price of a listed property is recorded, the reporting of the sale price is 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:

- a. Categorizes sale price information as confidential; and
- b. 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.

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

Failure to report sale prices can result in fines per the current Rate & Fee Schedule.
(Amended 02/12)

Section 3.6. Statistical Reporting of Non-Board Listed Property Sales.

Participating members who represent purchasers of non-WMAR Board member represented properties, may publish the specifics of said sale within the MLS system. Sale Data may only be entered by WMAR staff. For the purposes of reporting; a property represented by a non-WMAR Board Licensee/Broker, the listing broker/agent information shall reflect as "Board Non" member; for unrepresented Sellers (FSBO's), then the listing broker/agent information shall reflect as "FSBO". All data entered into the MLS for said sales shall be complete and accurate as defined in Section 1.2 and subject to the same regulations as all listings entered into the Association MLS.
(Adopted 07/15)

Section 3.7. Reporting Resolutions of Contingencies. The listing broker shall report to the MLS within twenty-four (24) hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement canceled.

Section 3.8. 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.

Section 3.9. Reporting Cancellation of Pending Sale. The listing broker shall report within 72 hours (except weekends and holiday) to the MLS the cancellation of any pending sale and the listing shall be reinstated immediately.

Section 3.10. Sales Data Reporting. The listing office shall enter into the system completed sales data. If the listing broker fails to enter sales data into the system within 72 hours (excluding holidays and weekends), of first notification, selling broker may submit a signed change order to the Association office for updating of sold information into the system. (Amended 11/11)

Section 3.11. 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. (Adopted 07/16)

Section 3.12. Availability of Listed Property. Listing brokers shall not misrepresent the availability of access to show or inspect listed property. (Adopted 07/16)

**ARTICLE IV
REFUSAL TO SELL**

Section 4.1. Refusal to Sell. If the seller of any listed property entered into the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

ARTICLE V PROHIBITIONS

Section 5.1. Information for Participants Only. Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

Section 5.2. “For Sale” Signs. Only the “For Sale” signs of the listing broker may be placed on a property.

Section 5.3. “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 5.4. Solicitation of Listing Filed with the Service. Participants shall not solicit a listing on property entered into 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.

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.
(Adopted 07/16)

ARTICLE VI
COMPENSATION
POLICY
(Amended 8/24)

Section 6.1. COMPENSATION NOTICE. It is recommended that MLSs publish the following notice to their general membership at least annually.

- A broker's compensation and fees for services are not set by law and are fully negotiable.
 - A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.
 - The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.
- (Amended 8/24)

Section 6.2. Non-filtering of Listings. MLS Participants and Subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

Section 6.2c. Buyer Employment Agreement. Multiple listing service (MLS) participant **MUST** enter into written buyer employment agreement with a buyer **BEFORE** touring a home, unless it conflicts with state or federal law. The agreement defines the working relationship between the buyer and the real estate broker or agent, including roles, responsibilities and compensation.

Upon request by the MLS service, and within seventy-two hours of such request, the buyer's broker will submit a copy of the completed written buyer employment agreement. If the agent is found to not have an agreement in place:

- a. First offence with no warning, a \$1500.00 fine will be implemented.
- b. Second offence with no warning, a \$2500.00 fine and thirty days suspension of membership and MLS access. (Adopted 08/24)

Section 6.3. No Compensation Offers in MLS. The MLS must not accept listings containing an offer of compensation in the MLS to other MLS Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

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

The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in MLS rules, short sales are defined as a transaction where title transfers, where the sales 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 short sales when Participants know a transaction is a potential short sale. (Amended 08/24)

Section 6.4. Required Consumer Disclosure. Disclosure of Compensation: MLS Participants and Subscribers must:

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

Section 6.5. Written Buyer Agreements Required. Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.
- b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.

- c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and
- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

Section 6.6. 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 6.7. No Compensation Specified on MLS Listings. Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS. Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant's access to any MLS data and data feeds.

Note 1: The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 2: The multiple listing service shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker.

Note 3: 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. (Amended 8/24)

Section 6.8. National Association's Interest. The concept of cooperation in real estate transactions can be enhanced by a mechanism such as the multiple listing service which enables a REALTOR® to cooperate with other REALTORS®. Cooperation is the obligation to share information on listed property and to make

property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s).

ARTICLE VII

MLS ACCESS FEES AND CHARGES

(Amended 11/11)

Section 7.1. MLS Access Fees and Charges. The following access fees and charges for operation of the MLS are in effect to defray the costs of the service and are subject to change from time to time in the manner prescribed herein: Fees and charges, per the Rate & Fee Schedule, shall be recommended by the Multiple Listing Service Committee with the approval of the Board of Directors. (Amended 11/11)

Section 7.1.1. Service Fees and Charges. However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any **appraiser that is a** licensee or licensed or certified 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. (Adopted 02/26)

Section 7.2. Recurring MLS Access Fee. A annual MLS Access fee for each participating designated main office and for each participating branch office shall be charged to each REALTOR® Participant (hereinafter referred to as the Broker). A annual MLS User Access fee shall be charged directly to each subscribing individual who has access to and use of the MLS and is actively licensed as a certified appraiser, broker, salesperson, or is a licensed certified appraiser, who is employed by or affiliated as an independent contractor with such broker. In order for an individual to have access to and/or subscribe to the MLS service, their associated office where they hang their license and their associated REALTOR® Participant must also pay as a Subscriber. (Amended 11/11)(Amended 02/26)

- a. **Branch Offices** shall be defined and billed as follows:
 - A secondary place of business apart from the principal or main office from which real estate business is conducted.
 - Any actively operated branch office of a REALTOR® Participant (Broker) located within the geographically defined jurisdictional area of the White Mountain Association of Realtors® (WMAR) is considered to be a participating branch office and will be billed for as such.
- b. **Temporary Offices** are not billed for, and shall be defined and governed as follows:

- A temporary office established for the sole purpose of original on-site sale of properties within the subdivision or unsubdivided land.
- The marketing of and conduct of business at the temporary office location is strictly for the purpose of sales within the subdivision or unsubdivided land.
- Shall be in compliance with all WMAR Bylaws, Policy Statements, and MLS Rules & Regulations.
- Temporary Offices shall submit a completed “WMAR® Temporary Office Form,” signed by the Broker, to the WMAR Office identifying the office, office location, and acknowledgment that the Temporary Office will be restricted for solely original on-site sale or lease of properties within the subdivided or unsubdivided land. (Adopted 03/14)

Section 7.2a. OFFICE ADMINISTRATORS/SECRETARIES (SUPER_USER). Designated Brokers may submit written requests to the WMAR Office authorizing the adding of a non-licensed individual (valid photo identification must be included with requests) as a Secretary or Office Administrator, for the purpose of granting them a Secretary or Broker level security access to the MLS. Upon activation, the Broker is assessed and responsible for Annual MLS User Access Fees (charged at the equivalent rate for REALTOR® Members) as charged according to the current Rate & Fee Schedule, per secretary/administrator activated within the office; until written notification to cancel access is received by the WMAR Office.

Designated Brokers may submit written requests to authorize the increase of an individual's MLS security access to that of a Secretary or Broker level, for any active MLS User licensees within their office for the purpose of office administrative needs. The Designated Broker assumes all related liability associated with the increase in security level access, until written notification is received by the WMAR Office rescinding the authorization of the individual. (Amended 02/26)

Section 7.3. IDX Data Access. Fees for Smart Framing, FTP, and RETS Data Access Fees are charged per the current Rate & Fee Schedule. (Adopted 02/12)

Section 7.4. MLS FEES & BILLING NOTICE. Multiple listing service fees are billed, due and payable once a year. A late fee will be assessed on outstanding invoices of more than 30 (thirty) days per the current Rate and Fee Schedule. An electronic notice, with the sender shown as “White Mountain Association of REALTORS®”, of impending MLS fees will be sent to WMAR MLS Subscribers 15 days prior to generation of MLS service fees. Members who sever or want to cancel their MLS Subscription must provide written notice to the WMAR before December 31st to not be responsible for

any MLS Access Fees that generate. A late fee will be assessed on any past due, outstanding invoices as of January 1st December 1st, according to the current Rate & Fee Schedule. (Adopted 02/26)

Section 7.5. ASSOCIATION MEMBERSHIP. If an MLS Subscriber's membership in the White Mountain Association of REALTORS® (WMAR) is terminated, suspended, or otherwise discontinued, the Subscriber shall be reclassified as an MLS-Only Subscriber. MLS-Only Subscribers are subject to all applicable MLS rules and shall be billed at the current MLS-Only Subscriber rate according to the Rate & Fee schedule. (Adopted 02/26)

ARTICLE VIII COMPLIANCE WITH RULES

Section 8.1. Authority to Impose Discipline. By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. 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. (Adopted 07/16)

Note 1: A Participant (or user/Subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/Subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Adopted 07/16)

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant, and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 2/26)

Section 8.2. Compliance with Rules. The following action may be taken for noncompliance with the rules:

- a. For failure to pay any service charge or fee within two (2) months of the date due, and provided that at least fifteen (15) days' notice has been given, the Service shall be suspended until service charges or fees are paid in full.
- b. For failure to promptly input status changes, a fine per the Rate & Fee Schedule for the first offense and per offense thereafter will be imposed upon the listing broker for each infraction.
- c. For failure to comply with any other rule, the provisions of Section 10.1 and 10.2 shall apply.

Section 8.3. Consideration of Alleged Violations. 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 MLS will appoint a representative to serve as the complainant. (Adopted 02/26)

ARTICLE IX

COMMITTEE, MEETINGS, RECORDS & COMMUNICATIONS

(Amended 02/26)

Section 9.1. Appointment of Committee. The 1st Vice President shall appoint the Vice-Chair of the Multiple Listing Service (MLS) Committee. The appointed Vice-Chair will serve a two-year term, automatically assuming the role of MLS Committee Chairperson in the second year. The MLS Committee shall be composed of a minimum of five (5) WMAR members, appointed jointly by the MLS Committee Chair and Vice-Chair. All members of the MLS Committee must be MLS Participants. However, at the discretion of the Association, REALTORS® affiliated with Participants may also be appointed to serve. (Amended 07/25) (Relocated & Amended 02/26)

Section 9.2. Vacancies. Vacancies in unexpired terms shall be filled as in the case of original appointees. (Relocated & Amended 02/26)

Section 9.3. Attendance. The MLS Committee will meet the ~~third~~ second Thursday of

every month. Any MLS Committee Member who fails to attend three (3) ~~consecutive~~ regular or special meetings of the MLS Committee, without excuse acceptable to the Chairperson of the MLS Committee, shall be deemed to have resigned from the MLS Committee and the vacancy shall be filled as herein provided for original appointees. (Amended 07/25) (Relocated & Amended 02/26)

Section 9.4. Meetings of the MLS Committee. The MLS Committee shall meet for the transaction of business at a time and place determined by the MLS Committee or at the call of the chairman. (Amended 02/26)

Section 9.5. Meetings of the MLS Participants. The MLS Committee may call meetings of the Participants in the Service to be known as meetings of the MLS Committee. (Amended 02/26)

Section 9.6. Conduct of the Meetings. The Chairman or Vice Chairman shall preside at all meetings or, in their absence, a temporary Chairman from the membership of the MLS Committee shall be named by the Chairman or, upon his failure to do so, by the Committee. (Amended 02/26)

Section 9.7. MLS DATA RETENTION. Sold data information is retained in the MLS computer system indefinitely. Expired listings are retained in the MLS computer system indefinitely. A backup master copy of all data shall be purchased annually. (Adopted 02/26)

Section 9.8. MLS MESSAGE BOARD. Any program or issue, which is clearly real estate related, and which is clearly not intended as a solicitation of potential clients, and which could reasonably be assumed to be of benefit to WMAR members, shall be added to the MLS message board promptly. (Adopted 02/26)

ARTICLE X ENFORCEMENT OF RULES OR DISPUTES

Section 10.1. Violations of Rules and Regulations. The MLS Committee shall give consideration to all written complaints having to do with violations of the rules and regulations. (Adopted 07/09)

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the WMAR within twenty (20) days following receipt of the committee's decision. (Amended 07/09)

If, rather than conducting an administrative review, the MLS Committee has a procedure established to conduct hearings, the decision of the MLS Committee may be

appealed to the Board of Directors of the Association of REALTORS® within twenty (20) days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Arizona Association of REALTORS® for processing in accordance with the Professional Standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the WMAR Board of Directors.
(Adopted 07/09)

Section 10.2. Complaints of Unethical Conduct. All complaints of unethical conduct shall be directed to the Arizona Association of REALTORS® for appropriate action in accordance with the Professional Standards Procedures established in the Association's Bylaws. (Amended 05/08)

ARTICLE XI CONFIDENTIALITY OF MLS INFORMATION

Section 11.1. Confidentiality of MLS Information. Any information provided by the MLS to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of the 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 11.2. 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 11.3. Access to Comparable and Statistical Information. Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

Section 11.4. MLS User Access Credentials. The use of WMAR® MLS User Access Credentials (logins and passwords) by any person other than the registered authorized

User on file with the WMAR® MLS is expressly prohibited. Violations of this section shall result in a fine to the registered MLS User per the current Rate and Fee Schedule.

ARTICLE XII OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS

Section 12.1. Statistical Reports. By the act of submission of any property listing content to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrights MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to listed property. (Amended 04/07)

Section 12.2. Ownership of MLS Compilations. All right, title and interest in each copy of every MLS Compilation created and copyrighted by the WMAR and in the copyrights therein, shall at all times remain vested in the WMAR. By the act of submitting any property listing content to the MLS, the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property. (Amended 04/07)

Section 12.3. Lease of MLS Compilations. Each Participant shall be entitled to lease from the WMAR a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant, with one copy of such Compilation. The Participant shall pay, for each such copy, the rental fee set by the Association.

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

The term “MLS Compilation,” as used in Article XII and XIII 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 data base, card file, or any other format whatsoever.

Section 12.4. 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 2/26)

ARTICLE XIII USE OF COPYRIGHT MLS INFORMATION

Section 13.1. Distribution. Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees or those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

Section 13.2. Display. Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS Compilation.

Section 13.3. Reproduction. Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

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

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, re-

transmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, “sold” information, “comparables”, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third- party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 07/16)

*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 proper ties which would be shown to the prospective buyer.

ARTICLE XIV

USE OF MLS INFORMATION

Section 14.1. Limitations on use of MLS Information. Use of information from MLS compilation of current listing information, from the Association’s statistical report, or from any sold or comparable report of the Association or MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited.

However, any print or non-print forms of advertisement 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 notice:

Based on information from the Association of REALTORS® (alternatively, from the WMAR MLS) for the period _____through_____.)

Section 14.2. Statewide Data Sharing Defined. A statewide data share should deliver MLS data through a common technology interface (e.g., API) of all data fields to all Participants of MLSs in the statewide data share. However, the data should not include MLS-only data fields that are viewable only to the listing Participant and the respective local MLS. Note: Considerations should be given to:

- Inclusion of local data fields (non-RESO Standard fields).
- Individual MLS's "attached document" retention policies and state laws regarding the sharing and retention of documents related to a previous transaction (privacy laws). (Adopted 08/24)

ARTICLE XV CHANGES IN RULES AND REGULATIONS

Section 15.1. Changes in Rules and Regulations. Amendments to the Rules of the Service shall be by a vote of the Members of the MLS Committee, subject to approval by the Board of Directors of the Association of REALTORS®

ARTICLE XVI KEYSAFE SYSTEM

Section XVI replaced in its entirety by the following (January 2024):

Section 16.0. Authority. The Multiple Listing Service of the Association shall maintain for the use of its Members a common, MLS-approved Keysafe system which shall be operated and/or endorsed by the White Mountain Association of REALTORS® (WMAR®). All MLS-approved keysafes and devices shall ensure cooperating participants and subscribers have timely access to listed properties, and are subject to the Bylaws of the White Mountain Association of REALTORS® (WMAR®) and such Rules and Regulations, as may be hereinafter adopted. Use of the MLS-approved keysafes shall be governed by the following:

- a. WMAR® requires placement of an MLS-approved keysafe on listed properties if any device giving access to real estate professionals and/or service providers is authorized by the Seller and/or occupant and is placed on the property. (Amended 09/25)
- b. MLS approved keysafe serial number must be entered into the LB Serial number field in the MLS listing within 3 days of the MLS listing entry date.
- c. WMAR® MLS-approved keysafes and devices must receive MLS approval in advance of placement or use on listed properties.
- d. WMAR® shall maintain "Minimum Security Measures" for keysafe systems as

specified by the National Association of REALTORS®.

- e. WMAR® may revoke the approval of any MLS-approved key safe or device, and/or subject the Participant to discipline if the key safe or device is used in a manner that fails to continue to satisfy these requirements.
- f. Fines, per the Rate & Fee Schedule, per listing, will be assessed for violation of Key Safe System rules. Each Firm/Brokerage will be granted one warning before fine(s) are assessed for subsequent violations.

No one shall be required to obtain a key safe from the Association except on a voluntary basis (except as noted in Section 16.0 (a) above).

The WMAR® Key Safe System is an activity of an association-owned and operated Multiple Listing Service, which means that every MLS participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS participant and who is legally eligible for MLS access shall be eligible to hold a Programmer Key subject to their execution of a lease agreement with WMAR® or the approved Key Safe Provider (KP).

- g. An Approved alternative key box must fit the following criteria: key box meeting minimum requirements must include capabilities for recording access details, such as user identity and timestamps.

Electronic lockboxes and electronic keys running on mobile devices must incorporate security protocols to prevent the following types of cyber-attacks:

- where an unauthorized user can override or escalate their security credentials
- where the communication session between the electronic lockbox and key are recorded and played back later to gain unauthorized access
- forging of electronic credentials that could allow an unauthorized user the ability to masquerade as an authorized user
- digitally signed updates to electronic keys running on mobile devices or electronic lockbox firmware plus a secured update process to prevent unauthorized software from being introduced into the lockbox system
- transmission(s) of frequencies to deceive the lockbox electronics into opening (Adopted 08/24)

- h. No participant shall provide access information (such as lockbox codes, keys, or security details) to any non-agent for the purpose of unattended viewing of properties listed on the MLS. Access information should only be shared with licensed real estate professionals for the purpose of facilitating supervised property showings. (Adopted 8/24) ONE-TIME FLEX Codes issued through SentiLock are intended solely for legitimate real estate purposes related to an active listing within the MLS. FLEX Codes may only be generated and used by authorized MLS Participants and Subscribers. **Prohibited Uses:** FLEX Codes may not be shared, loaned, or provided to any unauthorized individual. FLEX Codes may not be used as a substitute for proper lockbox key access, nor may they be used for personal, non-transactional, or non-MLS related purposes. **Responsibility:** The Broker of Record for the Participant

will be held accountable for any misuse of a FLEX Code generated under their office. Misuse includes, but is not limited to, unauthorized access, repeated issuance for non-transactional purposes, or failure to safeguard codes. Any misuse of a FLEX Code will result in an immediate fine assessed to the Broker of Record, in accordance with the current MLS Rate & Fee Schedule. Continued or repeated violations may result in additional disciplinary action. (Adopted 09/25)

- i. **Personal Use of MLS eKey Access.** MLS-approved eKey and keysafe access is provided solely for the purpose of conducting authorized real estate or MLS-related business within the scope of the keyholder's license, certification, or authorized role. A keyholder shall not use their MLS-issued eKey or keysafe access to preview, tour, or enter listed properties for personal purchase, investment, curiosity, or any purpose unrelated to the legitimate business activities for which access has been granted. Any use of an MLS-issued eKey or keysafe access for personal purposes constitutes unauthorized use of MLS access privileges and will result in disciplinary action, including fines, suspension, termination of eKey privileges, or other sanctions as determined by the MLS.

Section 16.1. Lockbox Lease Program Expiration. The WMAR lockbox lease program with SUPRA will terminate on 03/01/2024. According to the terms of this lease and the established policy outlined below, any leased lockboxes not returned to WMAR by 02/28/2024 will result in the brokerage being charged the full cost of the unreturned/missing lockboxes as per the rate and fee schedule.

Distribution of Leased Keysafes. All Keysafes shall remain the property of WMAR® subject to any contracts/leases with the Keysafe Provider (KP). Keysafes shall be distributed based on criteria established by the WMAR® MLS Committee with oversight from the WMAR Board of Directors.

- a. **Primary and Secondary Members:** Keysafes shall be assigned/issued to the Designated Broker (DB) of each firm/brokerage. The DB shall be solely responsible for the management, control, and security of all keysafes assigned/issued to him/her. Lost, damaged, or stolen keysafes will be the responsibility of the DB and the actual cost of the keysafe shall be charged to the DB for replacement into the WMAR® inventory of keysafes. All keysafes shall be assigned/issued (now and for the duration of the current contract/lease with the KP) at no cost or fee to the DB.
- b. **Non-Member MLS Only Users:** Keysafes shall be issued to Non-Member's DB in the same manner as outlined in 16.1(a). However, each keysafe issued to a NonMember Agent after April 19, 2016 shall require a \$150 deposit upon pickup of the keysafe. Said deposit will be refundable in the amount of \$120 upon the return of the keysafe to WMAR®.
- c. **Distribution of Keysafes to Designated Brokers:** The DB may authorize any Associate Broker or sales licensee under their Brokerage to obtain keysafes from WMAR® with written and signed consent from the DB (via letter or fax only).

Section 16.2. Programmer Devices and Keysafes. The “Programmer Device” or “Key” is defined as “a device providing access to the keysafe system and shall be of a kind that cannot be duplicated except by the manufacturer.” Additionally, “the programmer device shall be designed so that each device requires an individual code to be entered into the keysafe before gaining access to the keysafe and said programmer device shall be ineffective without its individual code.”

The **WMAR approved Sentrilock Keysafe** and Programmer Key System shall be the keysafe system authorized for use by members of the White Mountain Association® of REALTORS®. WMAR® has no responsibility or liability if its member uses an unauthorized keysafe system. All programmer devices shall be obtained by purchase with WMAR approved Programmer Key System. The current fees and purchase price shall apply. WMAR® will act only as a facilitator to the purchase programmer devices from the WMAR approved Programmer Keysafe provider.

All programmer devices can be acquired through the purchase of a WMAR -approved Programmer Keysafe System. The current fees and purchase prices will be applicable. WMAR will solely serve as a facilitator for the procurement of programmer devices from an approved Programmer Keysafe provider.

Section 16.3. Use of Keysafes. The use of WMAR® issued keysafes shall follow each of the following policies and procedures. Failure to abide by these policies and procedures will result in fines as stated in the Rate and Fee Schedule:

- a. Written authorization shall be obtained by the Listing Agent/Broker from the property owner for the placement of a keysafe on the listed property.
- b. Unless permission to show without appointment is reflected in the “Agent Remarks” of the MLS Plano, no property which utilizes a keysafe system will be shown or previewed without prior notification to the Listing Agent/Broker. An appointment must be confirmed before entering the property. Unauthorized entry of a property will be subject to an immediate fine per the Rate & Fee Schedule.
- c. Showing appointments or CBS codes must be confirmed before entering a property. If member reaches out to listing agent and is unable to obtain CBS code or showing appointment after 3 attempts made over a 24-hour period, member will then reach out to listing broker. If listing broker cannot be reached after 3 attempts over a 24- hour period to obtain CBS code or showing appointment, member may proceed in contacting the Seller directly for entry. Listing Broker subject to fines set forth in the Rate & Fee Schedule.
- d. If the user of a programmer device opens a keysafe and there is no key found, the user must notify the Listing Agent/Broker immediately.
- e. If a user of a programmer device takes the key(s) from the keysafe and does not return said keys to the keysafe, the user will be responsible for calling all of the Listing Agents/Brokers of each property shown or checking each keysafe of each property shown until the proper keysafe is located. The user is responsible for returning the property key to the proper keysafe. Failure to return a property key

- to the keysafe will result in a fine per the Rate and Fee Schedule.
- f. The MLS member shall remove the keysafe from expired, withdrawn, and sold (closed escrow) listings in a timely manner, not to exceed 48 hours (except holidays and weekends) from date of expiration, withdrawal or close of escrow. Failure to remove keysafe in a timely manner will result in a fine as stated in the Rate and Fee Schedule.
 - g. No participant shall provide access information such as lockbox codes, keys, or security details to any non-agent for the purpose of unattended viewing of properties listed on the MLS. Access information should only be shared with licensed real estate professionals for the purpose of facilitating supervised property showings.

Section 16.4. Sharing of Programmer Keys/Devices or Codes. The use of a programmer device by any person other than the registered keyholder is expressly prohibited. However, at the Designated Brokers discretion, Broker may elect to allow and agent under his/her licensure to “borrow” another’s device for a period of no more than 48 hours in an emergency situation only. Designated Broker will be held responsible for any and all situations which may arise from the aforementioned device access.

The use of a programmer device by any person other than the registered keyholder is expressly prohibited. However, at the Designated Brokers discretion, the Broker may choose to allow an agent under their licensure to provide or assign keypad/code access to other individuals for specific purposes within a given period. In doing so, the Designated Broker will be held responsible for any and all situations that may arise as a result of sharing or providing access in this manner and will assume all associated liability.

Section 16.5. Keysafe Reading Policy. Keysafe entry may be read on the Keysafe provider website by holder of keysafe. In case of missing keys or breach of security, WMAR® shall access appropriate keysafe records for the purpose of assessing penalties and fines if warranted.

Section 16.6. Key Provider Fees and Charges. WMAR Key Provider fees and charges shall be determined by referring to the contract between Provider and WMAR®. Additional service fees shall be determined by the MLS Committee with the approval of the Board of Directors.

Section 16.7. Records of Keyholders. The Association/MLS shall maintain accurate, current records as to all programmer devices issued, and keysafes distributed, to any authorized person.

ARTICLE XVII

IDX - INTERNET DATA EXCHANGE

Section 17.1. 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 05/12) (Amended 02/26)

Section 17.1a. Internet Data Exchange (IDX) Policy. To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

Note: If "sold" information is not publicly accessible, display of sales price may be prohibited. "Publicly accessible" sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs must provide for its participants' IDX displays publicly accessible sold information maintained by the MLS starting January 1, 2012. (Amended 03/22)

- a. Participants may select the IDX listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, or type of property (e.g., condominiums, cooperatives, single family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency), Selection of IDX listings to be displayed must be independently made by each participant.
- b. An MLS participant's IDX display must identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily Page 4 of 7 visible color and typeface not smaller than the median used in the display of listing data.

The following guidelines are recommended but not required to conform to National Association policy. MLSs may:

- a. prohibit display of expired, or withdrawn, listings* (Amended 03/22)

Note: If “sold” information is not publicly accessible, display of sales price of completed transactions may be prohibited.

- b. prohibit display of confidential information fields intended for cooperating brokers rather than consumers including showing instructions, and property security information,

Section 17.2 Authorization. MLS Participant’s consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless an MLS Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If an MLS Participant refuses on a blanket basis to permit the display of that Participant’s listings, that MLS Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display. (Amended 05/12)

Section 17.3 Participation. Participation in IDX is available to all active WMAR MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other Participants. (Amended 06/13)

Section 17.3.1. 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. (Amended 05/12)

Section 17.3.2. 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 present indexing of IDX listings by recognized search engines. (Amended 06/13)

Section 17.3.3. Listings, including property addresses, can be included in IDX display except where a seller has directed their listing Brokers to withhold their listing or the listing’s property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs). (Amended 06/13)

Section 17.3.4. Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price or type of property (e.g., condominium, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right- to-sell or exclusive agency), Selection of listings displayed on any IDX site must be independently made by each Participant. (Amended 03/22)

Section 17.3.5. Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. (Amended 07/16)

Section 17.3.6. Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. (Amended 06/13)

Section 17.3.7. Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 06/13)

- a. Any IDX display controlled by a Participant or Subscriber that 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 the participants. Except for the forgoing and subject to Section 17.3.9.

Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 06/13)

Section 17.3.8. Participants shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 06/13)

Section 17.3.9. An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to

execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 17.3.10. 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 the available listings or fewer authorized fields. (Adopted 07/16)

Section 17.4. Access. The Association offers three methods for IDX Participants and Third-Party Licensees to access the IDX Database. Access to the Feeds requires the completion and submission of the "White Mountain Association of Realtors Participant Data Access Agreement" or "Standard Third-Party Access Agreement." Fees for these Access types are charged per the current Rate & Fee Schedule. (Amended 02/12)

Section 17.4.1. Smartframing Access. The Subscriber's website must provide for the branding or identity of the IDX Participant and the WMAR MLS Logo, most prominently where any IDX information or listing data is displayed. (Amended 02/12)

Section 17.4.2. A File Transfer Protocol (FTP) site has been established where the IDX Database can be retrieved. The Subscriber's website must provide for the branding or identity of the IDX Participant and the WMAR MLS Logo, most prominently where any IDX information or listing data are displayed. (Amended 02/12)

Section 17.4.3. RETS (Real Estate Transaction Standard). Access of the Association's MLS Database is the third method of accessing the IDX Database. The Participant's website must provide for the branding or identity of the Participant and the WMAR MLS Logo, most prominently where any IDX information or listing data are displayed. (Amended 02/12)

Section 17.4.4. Any IDX Participant intending to use any other method for downloading or updating the IDX Database must obtain prior written approval of its proposed method from the Association. Approval will not be denied unless the Association, in its sole discretion, determines that the proposed method will result or is likely to result in violations of any Association Bylaws, Policy Statements or Rules & Regulations of the MLS, including these IDX Policies and Rules, or will have an adverse effect on the performance of the MLS system. Further, the use of any other method will require payment for any costs incurred by the Association to provide the access method, including but not limited to reasonable fees for staff time. (Amended 02/12)

Section 17.5. Display. Display of listing information pursuant to IDX is subject to the following rules.

Section 17.5.1. 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, property security information, etc.) may not be displayed. (Amended 06/14)

To be displayed, an MLS Listing listed by a Participant must meet the following criteria:

- a. The Listing status is Active, Pending - Taking Backups, or Active with Contingencies.
- b. The property is listed by a WMAR MLS Participant.
- c. The IDX data field is not equal to "N" (No).

Section 17.5.2. The type of listing agreement (e.g., exclusive right to sell, exclusive agency etc.) may not be displayed. (Adopted 06/13)

Section 17.5.3. Removed May 2015.

Section 17.5.4. 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. Display of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 03/22)

Section 17.5.5. All listings displayed pursuant to IDX shall identify the listing agent. (Amended 06/13)

Section 17.5.6. 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. (Amended 06/13)

Section 17.5.7. All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 06/13)

Section 17.5.8. 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. Display of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 06/13)

Section 17.5.9. The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than one hundred (100) listings or five percent (5%) of the listings available for IDX display, whichever is fewer. (Amended 06/13)

Section 17.5.10. 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 17.5.11. (Removed 01/25)

Section 17.5.12. Display of seller’s(s’) and/ or occupant’s(s’) name(s), phone number(s), and e-mail address(es) is prohibited. (Amended 06/13)

Section 17.5.13. Participants are required to employ appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS. (Amended 06/13)

Section 17.5.14. Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 06/13)

Section 17.5.15. Deceptive or misleading advertising (including co-branding) on pages displaying IDX- provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant’s logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 17.5.16. IDX Participant shall be responsible for ensuring his/her consent, control and supervision for any and all Subscribers in its affiliation who display IDX data on their Websites or any other IDX display, including but not limited to compliance with all MLS Rules and Policies, as may be amended from time to time, and the requirements of state law and/or regulation. (Amended 02/12)

Section 17.5.17. All listings displayed pursuant to IDX shall show the Association and MLS as the source of the information. The following copyright statement must appear

on each screen and on each printed report that displays any IDX listings “Copyright 9999 White Mountain Association of REALTORS® All rights reserved.” Where 9999 always equals the current year.

Section 17.5.18. Removed 06/14

Section 17.5.19. The disclaimer “All information is deemed reliable but not guaranteed accurate by the White Mountain Association of REALTORS®” shall appear on all Participants’ websites and in any other IDX display, including on any printed reports that utilize the MLS database as the retrieval source. (Amended 02/12)

Section 17.5.20. The approved WMAR MLS logo, which is meant to identify shared listings, shall appear on the first screen where any IDX information is displayed, together with a disclosure of “The data relating to real estate for sale on this Website comes in part from the Internet Data Exchange program of the White Mountain Association of REALTORS®. Real estate listings held by any other brokerage firm include the name of that firm.”

Further, the approved WMAR MLS logo shall appear on the screen and on any printed report for each property where property information is presented in a limited view format, being six or fewer fields. This icon will be made available for download from the Association’s Website. (Amended 02/12)

Section 17.5.21. Non-principals may display data subject to their Participant’s consent and control and the requirements of state law and/or regulation, as long as the affiliated MLS Participant has dually completed and/or added them to their “White Mountain Association of REALTORS® Participant Data Access Agreement” submitted and on file with the Association/MLS office. (Amended 05/12)

Section 17.6. Service Fees and Charges. Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

Section 17.6.1. Service fees and charges assessed per real estate brokerage for the IDX Program shall be the sole responsibility of the IDX Participant.

Section 17.6.2. IDX Participants, Subscribers and Third-Party Licensees are responsible for any and all costs incurred in connection with the development, operation and/or support of their Websites and externally provided services. (Amended 02/12)

Section 17.6.3. The Association reserves the right at any time to charge a fee for the retrieval of the IDX Database using the Smart Framing, FTP, or RETS access method in order to recover its costs to provide these services, to be charged per the current Rate & Fee Schedule. (Amended 02/12)

Section 17.7. Compliance. An IDX Participant must make changes to a website

necessary to cure any violation of the Association's MLS Rules within three (3) business days of receipt of notice from the Association of such violation.

Section 17.8. Noncompliance. Failure to comply with the MLS Policy and Rules governing the operation of the IDX Program may result in a fine and/or suspension from the IDX Program as determined by the Association's Board of Directors.

ARTICLE XVIII VIRTUAL OFFICE WEBSITE (VOW) (Adopted 02/09)

Section 18.1. 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 16 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.
- c. "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- d. As used in Section 16 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 18.2. Listing Display. A participant shall cause any listing that is displayed on

his or her VOW to identify the name of the listing firm, and the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of the listing data. (Amended 03/22)

An MLS shall, if requested by a participant, provide basic downloading of all MLS nonconfidential listing data, including, without limitation, address fields, listing types, photographs, and links to virtual tours. Confidential data includes only that which participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in Section IV.1. of this policy, provided that sales prices may be deemed confidential and withheld from display. (Amended 03/22)

An MLS may impose any, all, or none of the following requirements on VOWs, but may impose them only to the extent that equivalent requirements are imposed on participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms.

A participant's VOW may not make available for search by or display to Registrants the following data, intended exclusively for other MLS participants and their affiliated licensees:

- a. expired or withdrawn.
- b. sales price on sold data if the actual sales price of completed transactions is not accessible from public records.
- c. Any listing displayed on a VOW shall identify the name of the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in typeface not smaller than the median typeface used in the display of listing data. (Amended 03/22)

Section 18.3. Authorization.

- 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 office 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 18.4. Access.

- a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:
 - 1. 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.
 - 2. The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send a email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use described in subsection (d) below. The Participant must verify that the email address provided by the Registrant has agreed to the Terms of Use.
 - 3. 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 email address is associated with only one username and password.
- b. The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, username, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expirations of the validity of the Registrant’s password.
- c. If the MLS has reason to believe that a Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, 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.
- d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a “Terms of Use” provision that provides at least the following:
 - 1. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

2. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
 3. 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;
 4. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with Registrant's consideration of the purchase or sale of an individual property;
 5. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.
- e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
 - f. The terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as many be agreed to between the Participant and the Registrant.

Section 18.4a. A participant's VOW may not make available for search by or display to Registrants any of the following information: ...

- a. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS (Amended 03/22)

Section 18.5. Disclosure. 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 Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by the Participant and displayed on the VOW.

Section 18.6. Unauthorized Used of MLS Information. A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

Section 18.7. Multiple Listing Options for Sellers. Office Exclusive: Is an exempt listing where the seller has directed that their property not be disseminated through the MLS and not be publicly marketed. The office exclusive listing shall be filed with the MLS but not disseminated to other MLS Participants and Subscribers. **Exempt Listing Disclosure:** The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certification obtained by the listing broker from the seller which includes:

1. disclosure about the professional relationship between the Participant and the seller;
2. acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and
3. confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules. (Adopted 09/25)

Section 18.7a. (Adopted 02/26)

- 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 18.8. VOW Comments.

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

Notwithstanding the foregoing, at the request of a seller the participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites.

Subject to the foregoing and to Section 18.9, 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 18.9. Contact Information. A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The

Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 18.10. Refresh Rate. A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 18.11. Data Distribution. Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the

MLS Listing Information to any person or entity.

Section 18.12. Privacy Policy. A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 18.13. Listing Display Exclusions. A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. (Amended 03/22)

Section 18.14. VOW Establishment Compliance Procedure. 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 18.15. AVPs. 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.

ARTICLE XIX

Broker Back Office (BBO)

MLS Policy Statement 19.1. One Data Source. MLSs must offer a participant a single data feed in accordance with a participant's licensed authorized uses.

At the request of a participant, MLS must provide the single data feed for that participant's licensed uses to that participant's designee. The designee may use the single data feed only to facilitate that participant's licensed uses on behalf of that participant. (Amended 03/22)

MLS Policy Statement 19.2. Brokerage Back Office Feed. That participants are entitled to use, and MLSs must provide to participants, the BBO Data, for BBO Use subject to the Terms below:

"BBO Data" means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only Page 6 of 7 visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for use in the Brokerage Back Office Feed.

“BBO Use” means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes:

- a. Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant.
- b. Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law.
- c. Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant.
- d. Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant’s designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use as defined.

“Terms” mean the following:

- a. MLSs may impose reasonable licensing provisions and fees related to participant’s license to use Brokerage Back Office Feed Data. MLSs may require the participant’s designee to sign the same or a separate and different license agreement from what is signed by the participant. Such provisions in a license agreement may include those typical to the MLS’s data licensing practices, such as security requirements, rights to equitable relief, and dispute resolution terms. (The foregoing examples are not a limitation on the types of provisions an MLS may have in a license agreement.)
- b. Use of roster information may be limited by the MLS participation agreement and license agreements.
- c. Brokerage Back Office Feed Use is subject to other NAR MLS policies and local rules.
- d. MLSs in their reasonable discretion may expand the definition of Brokerage Back Office Feed Use in conformance with other NAR MLS policies, such as Policy Statement 7.85, which provides that “Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants’ consent.” (Amended 03/22)