

Rules and Regulations of the Multiple Listing Service of Greenville, South Carolina, Inc.

Effective as of February 28, 2025

Revision Date

9/11/2025

A multiple listing service is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public; a means of enhancing cooperation among participants; 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; by which participants engaging in real estate appraisal contribute to common databases; and a means to promote cooperation between buyer representatives and listing brokers to exchange information and assist their clients. Cooperation includes the obligation to share information on listed property, to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of the clients and to share information with buyers, prospective buyers and sellers as required in the Bylaws and the Rules and Regulations of the Service, including the amount and source of any compensation the participant receives in a transaction. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of sale (or lease) and governed by the written agreements that a buyer and seller have with their brokers. Compensation cannot be offered or accepted on the MLS.

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SECTION 1 LISTING PROCEDURES

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the multiple listing service, and are taken by participants on exclusive right-to-sell or exclusive agency listing agreements shall be delivered to the multiple listing service within 48 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

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, exclusive agency listing contracts, and transaction brokerage agreements, and may accept other forms of agreement which make it possible for the listing broker to cooperate with the other participants of the multiple listing service acting as subagents, buyer agents, or buyer's representatives.

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

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency
- net

The service does 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 open listings inherently discourage cooperation. "Cooperation," when used in these Rules and Regulations, is the obligation to share information on listed property, to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients and to share information with buyers, prospective buyers and sellers as required in the Bylaws and the Rules and Regulations of the Service, including the amount and source of any compensation the participant receives in a transaction.

The **exclusive right-to-sell listing** is the form of listing submitted to the multiple listing service where the seller authorizes the listing broker to cooperate with other brokers in the sale of the property. To cooperate means to share information on listed property, to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients and to share information with buyers, prospective buyers and sellers as required in the Bylaws and the Rules and Regulations of the Service, including the amount and source of any compensation the participant receives in a transaction.

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 exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell

listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

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 multiple listing service 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 service.

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.

The multiple listing service reserves the right to request a copy(s) of listing agreements and associated documentation of listings from participants for listings entered into the MLS system.

SECTION 1.1 TYPES OF PROPERTIES

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

- residential
- residential income
- subdivided vacant lot
- land and ranch
- motel-hotel
- business opportunity
- mobile homes
- mobile home parks
- commercial income
- industrial

SECTION 1.01 CLEAR COOPERATION

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

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

SECTION 1.1.1 LISTING SUBJECT TO RULES AND REGULATIONS OF THE SERVICE

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

SECTION 1.1.2 AGENT OF RECORD – LIST AGENT

A listing delivered to the MLS must indicate the Listing Agent 1 name that appears on the Listing Agreement.

SECTION 1.2 DETAIL ON LISTINGS FILED WITH THE SERVICE

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

SECTION 1.2.0 ACCURACY OF LISTING DATA

Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

SECTION 1.2.1 LIMITED SERVICE LISTINGS

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

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

will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

SECTION 1.2.2 MLS ENTRY-ONLY LISTINGS

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

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

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

SECTION 1.2.3 REQUIRED LISTING DOCUMENTS

Multiple Listing Services may, as a matter of local discretion, require submission of all legally-required disclosure information except where sellers expressly direct that such disclosure documents not be disseminated through the MLS. The most recent LLR Residential Property Condition Disclosure Statement and Lead Based Paint Addendum, if applicable, shall be submitted into associated documents within forty-eight (48) hours after the listing is submitted to the multiple listing service.

SECTION 1.2.4 SHORT-TERM RENTAL LISTINGS

Listing agreements of short-term rental properties will be identified with an appropriate code or symbol (e.g., ASTR) in MLS compilations so potential cooperating brokers will be aware of limited showing availability.

Listings in Active – STR status are subject to the following:

- a. Property must be rented for 29 days or less to qualify for Active – STR status
- b. Property must be available for showings a minimum of ten (10) days per month
- c. ShowingTime must be used to coordinate showing requests from cooperating brokers
- d. Property signage and public marketing are permitted
- e. Properties entered as Active – STR must include the following disclaimer in the listing: **The multiple listing service does not guarantee that any short-term rental entered in the MLS is compliant with applicable ordinances, zoning laws, by-laws, covenants, restrictions, or any other rules or regulations that the property may be subject to, either now or in the future**

The MLS reserves the right to request documentation from listing broker and/or seller(s) to validate the property is currently being used as a short-term rental.

SECTION 1.3 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 that their property through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for zero "0" days. A delayed marketing exempt listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a matter consistent with the seller's choice.

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

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

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules.

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

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

Note 3: Filing of an office exclusive exempt listing shall be delivered to the multiple listing service within 48 hours after all necessary signatures of seller(s) have been obtained.

SECTION 1.4 CHANGE OF STATUS OF LISTING

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

SECTION 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION

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

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

SECTION 1.5.1 CHANGE OF STATUS TO “TO” – TEMPORARY OFF THE MARKET

Listings of property may be changed to Temporary Off the Market Status in the multiple listing service by the listing broker, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the status change to Temporary Off the Market within seventy-two (72) hours of the Seller’s authorization.

- **No Signs, including “Coming Soon” may be placed or left on a property in “TO” Status.**
- **At no time may the property be shown by any agent, including the listing agent.**
- **At no time shall the listing be publicly marketed as defined in Section 1.01 – Clear Cooperation.**

Note: Listings may be placed in the T.O. Status for up to 60 days. Listings in the T.O. Status after 60 continuous days; will be changed to Active Status by the MLS System prior to the 61st day.

SECTION 1.6 CONTINGENCIES APPLICABLE TO LISTINGS

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

SECTION 1.7 LISTING PRICE SPECIFIED

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

SECTION 1.8 LISTING MULTIPLE UNIT PROPERTIES

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

SECTION 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED TO 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. All compensation, however denominated, must be negotiated between the MLS Participant and the buyer or seller and contained in a written agreement.

SECTION 1.10 EXPIRATION OF LISTINGS

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

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.

SECTION 1.11 TERMINATION DATE ON LISTINGS

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

SECTION 1.12 SERVICE AREA

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant, but cannot be required by the service.

SECTION 1.13 LISTING OF SUSPENDED PARTICIPANTS

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

SECTION 1.14 LISTING OF EXPELLED PARTICIPANTS

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

SECTION 1.15 LISTING OF RESIGNED PARTICIPANTS

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

SECTION 1.16 PROPERTY ADDRESS

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

SECTION 1.17 DOCUMENTATION

The MLS reserves the right to request a copy(s) of Listing Agreements and associated documentation of listings from participants for listings entered into the MLS system.

SECTION 1.18 CERTAIN FILTERING OF LISTINGS PROHIBITED

MLS participants and subscribers must not filter out or restrict MLS listings that are searchable by or displayed to consumers based on whether or not compensation is offered or the level of compensation offered to the cooperating broker or by the name of a brokerage or agent.

SECTION 2 SHOWINGS AND NEGOTIATIONS

A broker or other MLS participant representing a potential buyer will not show a listed property without having a written agreement signed by that potential buyer. Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

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

SECTION 2.1 PRESENTATION OF OFFERS

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

SECTION 2.2 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS

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

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

SECTION 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER

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

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

SECTION 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER

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

SECTION 2.5 REPORTING SALES TO THE SERVICE

Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within twenty-four (24) hours after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report them to the MLS within twenty-four (24) hours after receiving notice from the cooperating broker. The Sold Price in the multiple listing service must match the Sold Price on final HUD/Closing Statement/ALTA.

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

SECTION 2.5.1 AGENT OF RECORD - BUYER AGENT

A Sold listing when reported to the MLS must indicate the Buyer Agent 1 name that appears on the Contract for Sale.

SECTION 2.5.2 REPORTING NON-MLS SALES IN NON-MLS-SOLD PROPERTY CLASS

Signed Closing Documents shall be submitted to the MLS within 48 hours after a Non-MLS Sold comparable has been entered into the Paragon MLS System.

SECTION 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES

The listing broker shall report to the multiple listing service within twenty-four (24) hours that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

SECTION 2.7 ADVERTISING OF LISTINGS FILED WITH THE SERVICE

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

SECTION 2.8 REPORTING CANCELLATION OF PENDING SALE

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

SECTION 2.9 DISCLOSING THE EXISTENCE OF OFFERS

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

SECTION 2.10 AVAILABILITY OF LISTED PROPERTY

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. All Listings must be available for showings upon MLS input. If a Seller requests additional time to prepare the house for showings the listing agent may enter the listing with a "TO" Status (Temporarily Off the Market). No signs, including "Coming Soon", may be placed or left on a property in "TO" status.

At no time may the property be shown by any agent, including the listing agent.

Refer to Section 1.5.1: Change of Status to "TO" – Temporary Off The Market.

Exceptions are applicable for Listings in Active – STR status. Refer to Section 1.2.4: Short-Term Rental Listings.

SECTION 2.11 SHOWING APPOINTMENT FOR LISTED PROPERTY

Entry into any listing is prohibited without a confirmed appointment when required.

SECTION 3 REFUSAL TO SELL

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

SECTION 4 PROHIBITIONS: INFORMATION FOR PARTICIPANTS ONLY

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

SECTION 4.1 FOR SALE SIGNS

Only the for sale sign of the listing broker may be placed on a property.

SECTION 4.2 SOLD SIGNS

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

SECTION 4.3 SOLICITATION OF LISTING FILED WITH THE SERVICE

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

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

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

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

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

SECTION 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE

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

SECTION 4.5 SERVICES ADVERTISED AS "FREE"

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

SECTION 4.6 MLS NON-BRANDING RULES

No participant branding or company branding of any type (including home warranty companies, inspection companies, etc.) shall be placed within the Public Remarks section of the MLS. Details pertaining to company names, real estate service providers, email addresses, phone numbers, etc. shall be placed in the Member Remarks or Syndicated Remarks section only.

SECTION 4.7 SELLER CONCESSIONS

Information regarding seller concessions entered in the MLS is subject to the following:

- Any dollar amount(s) or percentage(s) are prohibited
- Seller concession(s) entered must not imply or suggest offers of compensation to buyer brokers and other buyer representatives in the MLS
- Seller concession(s) entered must not be limited to or conditioned upon the retention of or payment to a cooperating broker, buyer broker, or other buyer representative

SECTION 5 DIVISION OF COMMISSION: COMPENSATION SPECIFIED 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 will result in the MLS terminating that participant's access to any MLS data and data feeds.

Note 1: The multiple listing service does 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 prohibits disclosure on the MLS of the total negotiated commission between the seller and the listing agent or the total broker compensation (the combined compensation to both the listing broker and the buyer's broker or representative). If a member or participant includes such information on its submission form it will not be published by the MLS and providing such information on a form intending for it to be published in the MLS violates these Rules and Regulations.

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

SECTION 5.0.0 REQUIRED CONSUMER DISCLOSURE

Disclosure of Compensation: MLS Participants and Subscribers must:

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

SECTION 5.0.1 DISCLOSING POTENTIAL SHORT SALES

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

SECTION 5.0.2 WRITTEN BUYER AGREEMENT

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 5.1 PARTICIPANT AS PRINCIPAL

If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service participants.

SECTION 5.2 PARTICIPANT AS PURCHASER

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

SECTION 6 SERVICE FEES AND CHARGES

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

Initial Participation Fee: An applicant for participation in the service shall pay an application fee of \$500.00 with such fee to accompany the application.

Recurring Subscription Fee: The quarterly participation fee for each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant, shall be an amount equal to \$145.00. Payment of such fees shall be made on or before the tenth day of the beginning of each quarter. Fees shall be prorated on a monthly basis.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS 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.

MLS Only Participants of the Service Without Membership in the Greater Greenville Association: A MLS Only Participant of the Service who has membership in the Spartanburg Association (SPAR) or Western Upstate Association (WUAR) can join and pay the monthly participation fees for himself/herself plus those individuals affiliated with their company desiring access to the Greenville MLS. The fees for MLS Only Participants of the Service who are not members of the Greater Greenville Association (GGAR) are the same as those stated in the Section 6 paragraphs noted above.

MLS Participants of the Service with Primary Membership in the Greater Greenville Association and Offices in Spartanburg and Western Upstate: In the case where a Participant of the MLS has their primary membership and office in the Greater Greenville jurisdiction and a second office in the Spartanburg or Western Upstate jurisdiction, the office located in Spartanburg or Western Upstate will be accorded the same reciprocal benefits as other offices located in Spartanburg or Western Upstate's jurisdiction.

Note 1: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge reoccurring fees.

SECTION 7 COMPLIANCE WITH RULES - AUTHORITY TO IMPOSE DISCIPLINE

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS 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. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

SECTION 7.1 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 one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full
- b. for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

SECTION 7.2 APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS

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

SECTION 8 MEETINGS

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 4, bylaws of the service.

SECTION 9 ENFORCEMENT OF RULES OR DISPUTES: CONSIDERATIONS OF ALLEGED VIOLATIONS

The board of directors shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the board of directors.

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.

SECTION 9.1 VIOLATIONS OF RULES AND REGULATIONS

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the board of directors of the service, and if a violation is determined, the board of directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS® within twenty (20) days following receipt of the directors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the 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 board of directors of the association of REALTORS®.

SECTION 9.2 COMPLAINTS OF UNETHICAL CONDUCT

All other complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

SECTION 10 CONFIDENTIALITY OF MLS INFORMATION

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants. MLS information provided to participants cannot be used in establishing or operating any system where multiple listing brokers make an offer of compensation to buyer's brokers or representatives.

SECTION 10.1 MLS RESPONSIBILITY 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 OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT

By the act of submitting any property listing content to the MLS the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in accordance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

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.

SECTION 11.1

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the Multiple Listing Service of Greenville, South Carolina, Inc. and in the copyrights therein, shall at all times remain vested in the Multiple Listing Service of Greenville, South Carolina, Inc.

SECTION 11.2

Each participant shall be entitled to lease from the Multiple Listing Service of Greenville, South Carolina, Inc. 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 MLS.**

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

* The term MLS compilation, as used in Sections 10 and 11 herein, shall be construed to include any format in which property listing data is collected and disseminated to the participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

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

SECTION 12 USE OF COPYRIGHTED MLS COMPILATION: DISTRIBUTION

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Multiple Listing Service of Greenville, South Carolina, Inc., and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law. Nothing in this section allows MLS information provided to participants to be used in establishing or operating any system where multiple listing brokers make an offer of compensation to buyer's brokers or representatives.

SECTION 12.1 DISPLAY

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

SECTION 12.2 REPRODUCTION

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

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

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the participant and those licensees affiliated with the participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm. Broker Level MLS System Statistical Reports are provided for the exclusive use of the Participant and are limited to internal distribution in the operation of the Participant's office or firm. Such information may not be transmitted, retransmitted or provided in any manner to any other 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.

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

SECTION 13 USE OF MLS INFORMATION: 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 advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the Multiple Listing Service of Greenville, South Carolina, Inc. for the period (date) through (date).

Nothing in this Section permits MLS information provided to participants to be used in establishing or operating any system where multiple listing brokers make an offer of compensation to buyer's brokers or representatives.

SECTION 14 CHANGES IN RULES AND REGULATIONS

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of directors of the multiple listing service, subject to final approval by the board of directors of the Greater Greenville Association of REALTORS® (shareholder).

SECTION 17 ORIENTATION

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

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

SECTION 18 INTERNET DATA EXCHANGE (IDX): 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.

SECTION 18.1 AUTHORIZATION

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

SECTION 18.2 PARTICIPATION

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

SECTION 18.2.1

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

SECTION 18.2.2

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

SECTION 18.2.3

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

SECTION 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, 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 listings displayed on any IDX site must be independently made by each participant. Participants must not filter out or restrict MLS listings that are searchable by or displayed to consumers based on whether or not compensation is offered or the level of compensation offered to the cooperating broker or by the name of a brokerage or agent.

SECTION 18.2.5

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

SECTION 18.2.6

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

SECTION 18.2.7

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

SECTION 18.2.8

Any IDX display controlled by a participant or subscriber that

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

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

SECTION 18.2.9

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

SECTION 18.2.10

An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. MLS participants and subscribers must not filter out or restrict MLS listings that are searchable by or displayed to consumers based on whether or not compensation is offered or the level of compensation offered to the cooperating broker or by the name of a brokerage or agent.

SECTION 18.2.11

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

SECTION 18.2.12

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

SECTION 18.3 DISPLAY

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

SECTION 18.3.1

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

SECTION 18.3.1.1

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

SECTION 18.3.4

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

SECTION 18.3.5

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

SECTION 18.3.7

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

SECTION 18.3.8

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

SECTION 18.3.9

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

SECTION 18.3.10

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

SECTION 18.3.12

Display of expired and withdrawn listings is prohibited.

SECTION 18.3.13

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

SECTION 18.3.14

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

SECTION 18.4 SERVICE FEES AND CHARGES

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

SECTION 19.1 VIRTUAL OFFICE WEBSITES (VOWS): VOW DEFINED

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

SECTION 19.2

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

SECTION 19.3

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
 - i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, “Registrants”). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The participant must obtain the name of and a valid e-mail address for each Registrant. The participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 - iii. The participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user

name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.

- iv. MLS participants and subscribers must not filter out or restrict MLS listings that are searchable by or displayed to consumers based on whether or not compensation is offered or the level of compensation offered to the cooperating broker or by the name of a brokerage or agent.
- b. The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
 - c. If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
 - d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 - i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
 - e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
 - f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

SECTION 19.4

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

SECTION 19.5

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

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

SECTION 19.6

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

Seller Opt-out Form

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

Initials of Seller

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

SECTION 19.7

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

SECTION 19.8

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

SECTION 19.9

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

SECTION 19.10

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

SECTION 19.11

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

SECTION 19.12

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

SECTION 19.13

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

SECTION 19.14

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

SECTION 19.15

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

- a. Expired and withdrawn listings

Note 1. Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

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

Note 2. If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 19.15f must be omitted.

SECTION 19.16

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

SECTION 19.17

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

SECTION 19.18

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

SECTION 19.19

A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 listings or fifty percent (50%) of the listings in the MLS, whichever is less, in response to any inquiry.

SECTION 19.20

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

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

SECTION 19.22

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

SECTION 19.24

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

SECTION 19.25

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

ADDENDUM A - FINES FOR VIOLATION OF MLS RULES AND REGULATIONS

1. **MLS Rules and Regulations shall carry the following fines**

If a member believes a violation has occurred, member shall report the violation to the MLS. Upon reporting to the MLS, one (1) business day notice will be allowed to make corrections.

- a. **First offense** – if a violation is found by the MLS Committee and approved by the Board of Directors - \$250 fine.
- b. **Second offense** – if a violation is found by the MLS Committee and approved by the Board of Directors - \$500 fine. Second offense violations will include a separate \$250 fine to the Broker in Charge.
- c. **Third offense** – same as above with a \$1000 fine and a referral to the Board of Directors with a recommendation that the individual be suspended from the MLS for period of up to six (6) months. Third offense violations will include a separate \$500 fine to the Broker in Charge.

2. **Publishing of Compensation**

Publishing of Compensation in the MLS is Prohibited (Section 5). If compensation is posted anywhere on listing in MLS, prohibited information will be removed and listing will be removed from the MLS without prior notification. Fine(s) will be processed immediately.

- a. **First offense** – \$300 fine per occurrence plus 5-day suspension from the MLS
- d. **Second offense** – \$600 per occurrence plus 10-day suspension from the MLS. Second offense violations will include a separate \$300 fine to the Broker in Charge.

3. **MLS Required Listing and/or Sold Data Fields**

Initial notification of violation will be made by e-mail to the Broker In Charge and agent. A grace period of three (3) days will be given to correct the violation. Second occurrence of the same violation within 90 days of the previous violation – initial Fine \$50.

- a. Late data entry - \$25
Late data entry fines are not subject to initial MLS notifications and grace periods and fines will be processed immediately.
- b. Incorrect or incomplete data entry - \$25 per occurrence.
 1. If not corrected within 3 business days: \$25 per occurrence
 2. If not corrected within additional 5 business days: \$50 per occurrence
 3. If not corrected within additional 5 business days: \$100 per occurrence
 4. If not corrected within additional 7 business days: \$250 per occurrence
 5. If not corrected within additional 7 business days: Agent and Broker will be sent Certified Mail letter to the business address, stating that the Agent is subject to a 15 day suspension from the MLS.

4. **MLS Training “No Show” without 24 hour cancellation notice - \$25**

5. **MLS Lockbox**

Selling a lockbox to a non-member of the MLS - \$1000

6. **MLS Guidelines for Listing Photographs in Addendum B**

7. **MLS – Altering Listing Photographs to enhance or misrepresent the property.**

- a. First offense - \$500
- b. Second offense - \$1000
- c. Third offense – Expulsion from the MLS

8. **MLS – Sharing MLS Access to Non-MLS members including Input of Listings for sale where a non-MLS member is the Agent of Record.**

- a. First Offense - \$1000
- b. Second Offense - \$2000
- c. Third offense – Expulsion from MLS

9. MLS Service Reconnection Fee

MLS Service Reconnection Fee - \$25.00

10. MLS Showing Availability Violations

Active Listings must be available for showings. Upon reporting to the MLS, member initiated blocked showings shall have one calendar day to correct the violation and will be fined.

- a. First offense – \$250 fine.
- b. Second offense – \$500 fine.
- c. Third offense – \$1000 fine and a referral to the Board of Directors with a recommendation that the individual be suspended from the MLS for period of up to six (6) months.

1. A primary photograph of the listed property shall be submitted to the MLS within three (3) calendar days of the listing being entered into the MLS. Sellers may request that no photograph of the property be included with the listing upon written request provided to the Participant and MLS. Participants including photographs of properties must adhere to the provisions regarding MLS listing photographs:
2. The following types of photographs **are acceptable**:
 1. Undeveloped Land or Vacant Lots
 - Primary Photo – Graphic file “Lots/Land”, Front view of property, Aerial Photos with Property Boundaries Outlined, View from Property at ground level (mountain, lake, etc.) if applicable
 - Additional Photo(s) - Views of property, Views from Property (mountain, lake, etc.) if applicable, Survey, Plats, TMS, Topography maps, Subdivision entrance, Community Amenities Available (must be referenced in the listing)
 2. To Be Built/Proposed Construction
 - Primary Photo - Graphic file “To Be Built”, Sketches, Renderings
 - Additional Photo(s) - Floor Plans, Elevations, Survey, Plats, TMS, Site photos, Renderings, Community Amenities Available (must be referenced in the listing)
 3. Under Construction and New Construction
 - Primary Photo - Graphic file “Under Construction”, Front view of property or front elevation, Sketches, Renderings
 - Additional Photo(s) - Additional interior and exterior views, Floor Plans, Elevations, Survey, Plats, TMS, Site Photos, Renderings, Community Amenities Available (must be referenced in the listing)
 4. Resales/Existing Houses/Finished Houses
 - Primary Photo - Front or rear view of property
 - Additional Photo(s) - Additional interior and exterior views, Floor plans, Survey, Plats, TMS, Community Amenities Available (must be referenced in the listing)
3. MLS Listing Photos are copyrighted by the MLS (MLS Rules, Section 12) and therefore cannot be copied, cloned or otherwise reproduced. Seller or third party owned photos previously published within the MLS may only be used if seller or third party owns the original copyright and grants permission.
4. The following types of photographs **are not acceptable** for any property class:
 - Photos of houses that could be built on the property
 - Photos of completed houses or houses under construction that are not actually on the property, Photos of model houses
 - Multiple copies of the same photo, Copies of the same view
 - Alteration of photos (Exceptions are:)
 - Virtual Staging of vacant properties with disclosure in Member Remarks
 - Sky Enhancement/Sky Colorization
 - Digital labeling - listing specific only to include community amenities, designated landmarks, branding of other business names not permitted (i.e. retail stores, grocery stores, restaurants, etc.)
 - Photos of agents, their team, spouse, children or pets
 - Logos, Close-ups of real estate signs that display firm/agent branding and/or contact information, Graphics showing website addresses
5. Non-Branded Virtual Tours - The following content of videos **are not acceptable** for any property class:
 - Videos of houses that could be built on the property
 - Videos of completed houses or houses under construction that are not actually on the property
 - Videos of model houses
 - Videos displaying agents, their team, spouse, children or pets
 - Video display or links to display of Listing Agent or Listing Firm Name, Contact Information, Photos of agents or firms, agent/firm logos, close-ups of real estate signs that display firm/agent branding and/or contact information
 - Graphics showing website addresses

1. Keybox:

- a. Keyboxes are for the exclusive use of the Participants and licensees affiliated with a Participant, and are not to be made available to any other persons; and are to be placed only on properties for which listings are filed with the MLS.
- b. Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose. Inclusion in MLS compilations cannot be required as a condition of placing lock boxes on listed properties.
- c. The fee for the lease of the Keyboxes will be determined by the cost of the Keyboxes to the MLS and will be set and approved periodically by the MLS Directors.
- d. If a Participant withdraws from the MLS, all Keyboxes shall be returned to the MLS. A partial fee for the lease of each keybox will be returned to the Participant for all keyboxes returned in good working order.
- e. Upon notification to the MLS from a Seller requesting removal of an MLS Keybox from the MLS listed property, the MLS will attempt to contact the Participant to request the Keybox be removed. If attempts to have Participant remove the Keybox are unsuccessful, the MLS will be authorized to have the Keybox removed from the Seller's property.

2. Entry Card:

- a. If the lock box system is an activity of an association-owned and operated multiple listing service, then every MLS participant and every non-principal broker, sales licensee, and licensed and insured Home Inspector who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS. Every MLS licensed or certified appraiser who is legally eligible for MLS access shall be required to execute a lease agreement with the MLS. Home Inspector and Pest Control Operator Key Services will be issued as limited access services and will only be available on the eKey or the current MLS contract mobile phone application.
- b. The Entry Card is for the exclusive use of the applicant to whom the Entry Card is leased. The lease of a Entry Card is administered by the MLS designated Key Card Systems Provider including all Lease Agreements and responsibilities for replacement of lost, stolen, or damaged Keys.
- c. After applicant has presented a Entry Card Lease Agreement signed by the applicant, and the applicant has personally attended a Entry Card Training Session, the MLS will lease to applicant one Entry Card. The fee will include a non-refundable amount to cover the cost of the Entry Card and the related services as designated by the MLS Key Cards System Provider.
- d. In the event an Entry Card Holder loses, or has had stolen, his or her Entry Card, the MLS Staff will issue a replacement Entry Card for the first Entry Card that is lost or stolen for the payment of the same Entry Card Lease Fee and any initial fee being charged new applicants at that time, as designated by the MLS Key Cards System Provider.
- e. If a person should lose, or have stolen, subsequent Entry Cards, an MLS Entry Card Review Committee made up of three MLS Directors appointed each year by the MLS President, will meet with the Entry Card Holder and the Broker-in Charge to determine if, and on what conditions and at what fee, any future Entry Cards will be leased to the said Entry Card Holder.
- f. If a Participant withdraws from or is no longer a member of the MLS for any reason, the Entry Card of each individual licensed with the Participant shall be returned to the MLS.
- g. MLS Directors shall determine the Annual User Fee by December 1 of each year, the amount to be determined by the costs involved in the continuation of the KeyBox System. The Annual User Fee will be due and payable on or before February 1 of each year.

Adopted 2010

- 1. Listing Content access and licensing limited to uses permitted by MLS policy.** The MLS of Greenville, SC., Inc. (“MLS”) complies with applicable laws and with the multiple listing policies of the National Association of REALTORS® (“NAR”) as set forth in the NAR Handbook on Multiple Listing Policy. Furthermore, such licenses and accesses are still subject to all of the MLS’s other policies, including standard licensing and access agreements, which are left to local control by NAR policy. Except as expressly required in the NAR policies or by applicable law, therefore, MLS shall provide access to and license MLS listing and membership Listing Content only where consistent with these policies.
- 2. MLS responsibility for protecting Listing Content.** MLS is responsible for licensing and protecting intellectual property rights in the database content relating to listings on behalf of the listing Participant. MLS will achieve this objective by taking all the following steps:
 - Obtaining licenses from Participants and third parties (i.e. – Tax Data Auto-field, etc...) that contributes Listing Content relating to listings.
 - Granting a broad license to listing Participants to use content relating to their own listings.
 - Granting a narrow license to all MLS Participants to use the Listing Content of other Participants to the limited extent permitted by the Rules and Regulations.
 - Enforcing MLS rules relating to use of Listing Content.
 - Registering the copyright in the MLS Database with the U.S. Copyright Office.
 - Aggressively pursuing copyright infringers and database pirates to the extent possible, taking into consideration MLS’s budget and staff resources.
- 3. Uses by third parties or Participants to deliver services to Participants.** A third party or Participant may use MLS Content for purposes of delivering it back to authorized Participants and subscribers, only under the following circumstances:
 - If the Board of Directors, in its sole discretion, determines that the service is an important one that the MLS cannot feasibly offer on its own.
 - If MLS determines, through its own investigation and research, that the use of the Content in the proposed service will not injure the business interests of MLS or of its other Participants.
 - The Content provided will not be displayed or be made searchable on any website, public or private, except as outlined in the IDX/Broker Reciprocity Rules and Regulations and VOW Rules and Regulations.
 - Upon meeting the above noted criteria and execution of a License Agreement.
- 4. Participant non-core uses including other Participants’ listings.** Each Participant is entitled to receive a download of relevant portions of the MLS Listing Content, including Listing Content of other Participants, for purposes of building in-house and back-office systems, provided all the following requirements are met:
 - Only the staff and licensees of the downloading Participant for whom applicable fees have been paid to MLS may access MLS Listing Content.
 - If the Participant wishes to receive a direct in-house feed of Listing Content, he/she must enter into a License Agreement with MLS and pay all applicable fees.
 - If Participant is using a third party service provider (“Vendor”), the Vendor must execute a License Agreement with MLS and pay any applicable licensing fees. The Vendor must have at least one Participant as a customer prior to the execution of the License Agreement and must inform MLS of any additional brokerages that subscribe to the Vendor’s services.
 - Both the receiving Participant and the Vendor (if applicable) must take responsibility for all Listing Content integrity issues arising from the Listing Content feed and must take steps to prevent the MLS Listing Content in its custody from being pirated.
 - If Participant is not using a third party service provider (“Vendor”), the Participant must execute a License agreement and must take responsibility for all Listing Content integrity issues arising from the use of the Listing Content and must take steps to prevent the MLS Listing Content in his/her custody from being pirated.
- 5. Participant uses of other Participants’ listings inconsistent with MLS rules.** Any use of MLS Listing Content that is not expressly authorized in these policy statements or in the Rules and Regulations is hereby prohibited.

- 6. MLS Content displayed on public search engines.** MLS may from time to time enter into agreements to license Listing Content to third parties for public search and display of properties (example: realtor.com) on the Internet. These licenses shall be subject to the following:
- At the discretion of Board of Directors.
 - Use of listings and listing information by MLS for purposes other than the defined purposes of MLS requires Participants' consent. MLS may presume such consent provided that listing participants are given adequate prior notice of any intended use unrelated to the defined purpose of MLS, and given the opportunity to affirmatively withhold consent for that use.
 - Participants cannot be required to transfer any rights (including intellectual property rights) in their listings or Listing Content to MLS to obtain or maintain participatory rights, except that MLS may require Participants to consent to storage, reproduction, compiling, and distribution of listings and listing information to the extent necessary to fulfill the defined purposes of MLS. MLS may also require Participants to warrant that they have the rights in submitted information necessary to grant these rights to MLS.
 - License fees established and spent at the discretion of the MLS.
- 7. MLS structured access with listing Participant permission.** MLS may from time to time enter into agreements to license Listing Content to third parties that provide real estate related productivity products (such as Top Producer, Just Listed/Sold, ShowingTime, etc.,) subject to each of the following conditions:
- The Vendor must execute a License Agreement with MLS and pay any applicable licensing fees.
 - The Vendor must have at least one Participant as a customer prior to the execution of the License Agreement and must inform MLS of any additional brokerages that subscribe to the Vendor's services.
 - Both the receiving Participant and the Vendor (if applicable) must take responsibility for all Listing Content integrity issues arising from use of the Listing Content feed and must take steps to prevent the MLS Listing Content in its custody from being pirated.
- 8. Distribution to third parties at listing Participant direction.** The listing Participant has the right and complete freedom to use the Listing Content relating to its active and off-market inventory; to the extent possible, subject to MLS policies, and with due consideration for operational costs, MLS will attempt to facilitate transmission of the listing Participant's Content to recipients the listing Participant specifies. MLS shall nonetheless impose the following conditions upon its cooperation with listing Participants in such matters:
- The requesting Participant must agree that MLS is not liable for Listing Content accuracy or for frequency of Listing Content updates.
 - MLS will not assist in transmitting listing Participant Content to any third party that is aggregating Participant Listing Content in order to compete with the MLS service or with some aspect of it, or to provide Listing Content for search and display on an Internet website other than the Participant's individual website or that of its franchise site.
 - Listing Participant and its third party must sign a License Agreement, which includes provisions to protect MLS and listing Participant, and pay any applicable fees.
- 9. Process for requests not falling inside the policies.** MLS staff will employ the following steps when dealing with requests not falling within these policy statements:
- Find the Listing Content use or category above that most closely approximates the use being requested. Identify the key differences between the use above and the requested use.
 - Determine if factors support the use being requested, if for example (a) listing Participant consent is required; (b) end-users of the Listing Content for the use will be MLS subscribers and Participants only; (c) the use is designed to provide Listing Content for purposes of subscriber/Participant productivity and not for some other commercial purpose; and (d) if aggregated Listing Content is being made available for third party use, individual listings are not individually identifiable.
 - Determine whether factors recommend against the use requested, if for example (a) end-users of the Listing Content for the use will be consumers; (b) some financial or commercial advantage will accrue to the Listing Content user (other than encouraging the sale of property listed in the service); (c) the Listing Content use requires the MLS Listing Content to be handled by third parties; and (d) the Listing Content use requires that a whole copy or nearly a whole copy of the MLS Database must be delivered into the hands of a third party.
 - Weigh the information obtained in the previous three steps and determine whether to permit the Listing Content use.
 - Based on requests that fall outside of this policy, forward possible policy updates to the MLS Committee for consideration.

10. Standard agreements. MLS will have a standard Third Party License, Subscriber, Participant and Confidentiality agreements that will be reviewed and modified as necessary upon recommendation of staff and legal counsel.

11. Periodic reviews. MLS Listing Content use and license policy is to be reviewed periodically and revised to take into consideration new developments.

12. Definitions. The following terms shall have the following meanings:

Subscriber means sales licensees, non-principal Brokers, and any other subscribers or employees of Participant who may have access to the MLS Database subject to the Rules and Regulations and any applicable agreements with MLS. (Also referred to as Participant's Member in related documents.)

Participant means a principal real estate broker or broker in charge. Participant means principal broker (aka Designated REALTOR®).

Brokerage means a real estate brokerage firm affiliated with a principal real estate broker or broker in charge.

Board of Directors means the governing board of the MLS.

Content means Listing Content as used in the National Association's Multiple Listing policies, including the model Rules and Regulations, 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 when submitted by Participant, excepting Exempted Listings.

Exempted Listing means a Listing which the respective Seller has refused permission to be disseminated by MLS, or a Listing which is not required to be submitted to the MLS, in accordance with the Rules and Regulations.

License Agreement means a license agreement entered into between MLS and Participant, MLS and a Sales Licensee of Participant, or MLS and a third party at the request of Subscriber.

Listing means a real estate listing of a Participant in MLS multiple listing service.

Listing Agreement means an enforceable, written, and fully executed agreement between Participant and a Seller whereby, among other things, Participant agrees to provide real estate sales services to Seller, and Seller agrees to pay compensation for services provided.

MLS Database means the compilation of Listings, including information for off-market listings, known as the MLS Database, as modified from time-to-time by MLS, and which, as of the date of this Agreement, is available to Subscriber at greenville.fnismls.com.

MLS means the MLS of Greenville, SC., Inc.

Rules and Regulation means the MLS Rules and Regulations established by MLS, as amended by the MLS Board of Directors from time to time.

Vendor means any person or entity, which has entered into a License Agreement with MLS for display of real estate listings for Participant or a Sales Licensee of Participant. (Also referred to as "Licensee" in related documents).