



RULES AND REGULATIONS

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August 15, 2024

**WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.
RULES AND REGULATIONS**

TABLE OF CONTENTS	Page Number
 <u>LISTING PROCEDURES</u>	
SECTION 1 Listing Procedures	1
1.a Listings of Properties Required	1
1.b Types of Listing Contracts	1
1.c Acceptable Contracts	2
 Section 1.01 Clear Cooperation	2
 Section 1.1 Types of Properties	3
 Section 1.1a Prohibited Listings	3
 Section 1.1.1 Listings Subject to Rules and Regulations of WMLS	3
 Section 1.2 Detail on Listings Filed with MLS	4
 Section 1.2a Accuracy of Listing Data	4
 Section 1.2b Property Addresses	4
 Section 1.2c Co-List	4
 Section 1.2d Teams	4
 Section 1.2e Photo and/or Sketch Requirements	4
 Section 1.2f Photos, Virtual Tours & Videos	4
 Section 1.2g QR Codes	5
 Section 1.2h Disclosure/Disclaimer Requirements	5
 Section 1.2i Lockboxes	5
 Section 1.2.1 Requests for Listing Information Submitted to the WMLS	5
 Section 1.2.2 Limited-Service Listings	5
 Section 1.3 Exempt Listings	6
 Section 1.4 Change in Listings	6

Section 1.4.1	Reporting Sales	6
Section 1.5	Release of Listings Prior to Expiration	6
Section 1.5a	Temporarily Withdrawn Listings	6
Section 1.5b	Re-entry of Released Listings	6
Section 1.6	Reporting Active Under Contract Sales to WMLS	6
Section 1.7	Listing Price Specified	7
Section 1.7a	Listing Auction Properties	7
Section 1.8	Listing Multiple Unit Properties	7
Section 1.9	No Control of Commission Rates or Fees Charged by Participants	7
Section 1.10	Expiration, Extension, and Renewal of Listings	7
Section 1.11	Termination Date on Listings	7
Section 1.12	Listings of Suspended Participants	8
Section 1.13	Listings of Expelled Participants	8
Section 1.14	Listings of Resigned Participants	8
Section 1.15	Public Remarks & Directions	8
Section 1.16	Agent Only Comments	9
Section 1.17	New Construction/Proposed Construction	9
Section 1.17a	Listings with Two Property Types	11
Section 1.18	Coming Soon Listings	11
Section 1.19	Sold Non-MLS Listings	12
Section 1.20	No Offers of Compensation	12
 <u>SELLING & LEASING PROCEDURES</u>		
SECTION 2	Showings and Negotiations	12
Section 2.1	Showing Availability	12
Section 2.2	Presentation of Offers	12

Section 2.3	Submission of All Offers and Counteroffers	12
Section 2.4	Right of Cooperating Broker in Presentation of Offer	12
Section 2.5	Right of Listing Broker in Presentation of Counteroffer	13
Section 2.6	Reporting Pending Sales to WMLS	13
Section 2.7	Reporting Cancellation of Pending Sale	13
Section 2.8	Reporting Resolution of Sales Contract Contingencies	13
Section 2.9	Reporting Sales to WMLS	13
Section 2.10	Advertising of Listing Filed With WMLS	13
Section 2.11	Written Buyer Broker Agreement Required for Touring	13
Section 2.11b	Touring Definition	14
Section 3	Disclosing the Existence of Offers	14

PROHIBITIONS

SECTION 4	Information for Participants Only	14
Section 4.1	"For Sale" Signs	14
Section 4.2	"Sold" Signs	14
Section 4.3	Solicitation of Listings Filed with WMLS	14
Section 4.4	Use of the terms MLS and Multiple Listing Service	14
Section 4.5	Services Advertised as “Free”	14

REQUIREMENT TO DISCLOSE

SECTION 5	Requirement to Disclose	
Section 5.1	Participant as Principal	14
Section 5.2	Participant as Purchaser	15
Section 5.3	Disclosing Potential Short Sales & Third-Party Approval	15

USER DEFINITIONS AND BILLING PROCEDURES

SECTION 6	User Definitions and Billing Procedures	15
6.a	Full Service	15
6.b	Affiliate Service	15
6.c	WMLS Participant	15
6.d	Licensed User/Subscriber	16
6.e	Unlicensed User	16
6.f	Affiliate User	17
Section 6.1	Orientation	17
Section 6.2	Additional Orientation Requirement	18
Section 6.3	Quarterly Billing, Invoicing & Payments	18

COMPLIANCE WITH RULES

SECTION 7	Compliance with Rules-Authority to Impose Discipline	18
Section 7.1	Fines and Sanctions	18
Section 7.2	Applicability of Rules to Users and/or Licensed Users	19

COMPLIANCE AND ENFORCEMENT PROCEDURES

SECTION 8	Consideration of Alleged Violations	20
Section 8.1	Appeals of Compliance	20
Section 8.2	Complaints of Unethical Conduct	21
Section 8.3	Complaints of Unauthorized Use of Listing Content	21
Section 8.4	WMLS Rules Violations	21

CONFIDENTIALITY OF WMLS INFORMATION

SECTION 9	Confidentiality of WMLS Information	21
Section 9.1	WMLS Not Responsible for Accuracy of Information	22

OWNERSHIP OF WMLS COMPILATIONS AND COPYRIGHTS

SECTION 10	Ownership of WMLS Compilations and Copyrights	22
-------------------	---	----

USE OF COPYRIGHTED WMLS COMPILATIONS

SECTION 11	Distribution	22
-------------------	--------------	----

Section 11.1	Display	22
Section 11.2	Reproduction	22

USE OF WMLS INFORMATION

SECTION 12	Limitations on Use of WMLS Information	23
-------------------	--	----

WMLS COMPUTER ACCESS

SECTION 13	Password Confidentiality	24
-------------------	--------------------------	----

Section 13.1	Membership Email Info	24
---------------------	-----------------------	----

SECTION 14	Internet Data Exchange (IDX)	24
-------------------	------------------------------	----

SECTION 15	Virtual Office Websites (VOW)	28
-------------------	-------------------------------	----

CHANGES IN RULES AND REGULATIONS

SECTION 16	Changes in Rules and Regulations	33
-------------------	----------------------------------	----

ARBITRATION OF DISPUTES

SECTION 17	Arbitration of Disputes
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STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

SECTION 18	Standards of Conduct for MLS Participants
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WILLIAMSBURG MULTIPLE LISTING SERVICE, INC.
RULES AND REGULATIONS

LISTING PROCEDURES

Section 1 LISTING PROCEDURES:

References to “Association” in these rules and regulations shall mean the Williamsburg Area Association of REALTORS® (WAAR), Inc. Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, taken by Participants (Principal/Managing Broker, the authorized and licensed person in charge of the Brokerage) and Subscribers (licensed agents not on a valid subscription waiver) on a fully executed approved listing agreement (Section 1.b), and located within the service area of the Williamsburg Multiple Listing Service, Inc. (WMLS) qualify for submission to and must be entered in the WMLS database within three (3) business days after all necessary signatures of Seller(s) have been obtained, the “Commencement Date”, or the beginning of the “List Period” whichever is later. This date is considered to be the “List Date”, except as provided in Section 1.3.

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the WMLS for cooperation with other WMLS participants (Reference Section 1.01 “Clear Cooperation”).

NOTE: After a listing is closed, all data shall remain in the WMLS Database for statistical reference.

The service area of the WMLS includes the following:

City of Williamsburg	Charles City County
City of Hampton	Gloucester County
City of Newport News	James City County
City of Poquoson	New Kent County
Town of West Point	Surry County
Yorktown	York County

Listings located in Hampton, Newport News, Poquoson, Gloucester, Surry and West Point are exempt from Lockbox requirements stated in Section 1.2i.

Participants and Subscribers who choose to enter listings outside the service area must comply with all rules and regulations herein, including all timelines as stated in Sections 1 & 2.

Section 1a. Listings of properties required:

- (1) Residential – New and resale residential single family and condo/townhouse dwellings and farms
- (2) Multi-Family – New and resale residential multi-family (2, 3, or 4 unit) residential dwellings
- (3) Lots/Land – New and resale residential lots and land

Listings of properties optional:

- (1) Rentals
- (2) Commercial

Section 1b. The WMLS shall accept exclusive rights to sell listing contracts and exclusive agency listing contracts and may accept other forms of contracts. However, the WMLS may:

- (1) Reserve the right to refuse to accept a listing contract that fails to protect adequately the interests of the public and the Participants;
- (2) Assure that no listing contract filed with the WMLS establishes, directly or indirectly, any contractual relationship between the WMLS and the client (buyer or seller);
- (3) Require that the listing contract includes the seller's written authorization to enter the listing in the WMLS.

Exclusive Right-to-Sell Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker, regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else: and a contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the listing broker.

Exclusive Agency Listing: A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s), and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker.

Section 1.c ACCEPTABLE CONTRACTS:

The WMLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of contract. NOTE: Should a non-VR Listing Agreement ("Exclusive Authorization to Sell") be used, the Listing Firm shall be required to use the "Non-VR Listing Agreement Addendum", WMLS Form 128, signed by the Seller and the Listing Agent; bank owned properties are exempt from using this form.

However, the WMLS may:

- (1) Reserve the right to refuse to accept a listing contract that fails to protect adequately the interests of the public and the Participants
- (2) Assure that no listing contract filed with the WMLS establishes, directly or indirectly, any contractual relationship between the WMLS and the client (buyer or seller)
- (3) Require that the listing contract includes the seller's written authorization to enter the listing in the WMLS.

Any listing contract submitted to the WMLS must be FULLY COMPLETE, as well as:

- (1) All listing contracts must be signed by all parties having an ownership interest in the property, and by the listing agent.
- (2) Listings may be for any period, provided the listing contains a definite Expiration date as required by Virginia law.
- (3) "Required" (mandatory) information as designated in the WMLS database must be included when entering new listings.

- (4) Owner's name is required unless seller specifically requests that this information not be used. In that case, a signed statement by the seller must be kept on file at the listing company indicating seller does not wish information to be printed.

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 WMLS for cooperation with other WMLS 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.

Exclusive listing information for required property types must be filed and distributed to other WMLS 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, 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 WMLS Participants.

Section 1.1 TYPES OF PROPERTIES:

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

- (1) Residential
- (2) Residential Income
- (3) Residential Rentals – single family single dwellings for rent
- (4) Subdivided Vacant Lots
- (5) Land and Ranch
- (6) Motel – Hotel
- (7) Mobile Homes (with real property interests)
- (8) Mobile Home Parks
- (9) Commercial

Section 1.1a PROHIBITED LISTINGS:

The following types of listings will not be accepted by the WMLS:

- (1) Listings of properties other than real property (i.e., mobile homes and Business Opportunities without real property or leasehold interests).
- (2) Open listings. (Non-exclusive listings.)
- (3) Net listings. (Sales price is net of commission.)
- (4) Duplicate Listings. (Same property listed and active in the database as another.)
- (5) Duplicate property types for the same listing, except for property types of Residential and Rental, Residential and Multi-Family, and Residential and Lots/Land if NOT new construction.

Section 1.1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE WMLS:

Any listing taken on a contract to be filed with the WMLS is subject to the Rules and Regulations of the WMLS upon signature of the seller(s).

The following holidays shall be excluded from any timeframe requirements as stated in these Rules and Regulations:

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King Jr. Day	Independence Day	Thanksgiving Friday
Presidents Day	Veterans Day	Christmas Day
Memorial Day	Labor Day	New Years Eve

Section 1.2 DETAIL ON LISTINGS FILED WITH THE WMLS:

A listing contract or data input form, when filed with the WMLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the data input form.

Section 1.2a ACCURACY OF LISTING DATA:

Participants and subscribers are required to submit accurate listing data, including photos, and are required to correct any known errors. Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the WMLS.

Section 1.2b PROPERTY ADDRESSES:

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

Section 1.2c CO-LIST:

"Co-Listing" within the same WMLS firm is permitted, however both co-listing agents must be authorized users of the WMLS and indicated as co-listing agents on the Listing Agreement and WMLS database. Co-Brokerage listings are also permitted in the WMLS system provided that both firms and co-listing agents are WMLS authorized users and are indicated as co-listing agents on the listing agreement and WMLS database. Should a seller request that a listing be co-listed with other WMLS firms, it shall be agreed upon by all parties which one (1) firm (the "Listing Firm") shall be solely responsible for submitting the listing to the WMLS and reporting all contingencies, status changes, etc. The Co-Brokerage firm and agent shall be referenced only in "Agent Only Comments." Only one (1) firm sign is permitted on the property.

Section 1.2d TEAMS:

Two or more individuals, one or more of whom is a licensed salesperson or broker who work together as a unit within the same firm, represent themselves to the public as working together as a unit, and designate themselves by a fictitious (team) name, qualify as a "Real Estate Team" (Team). The "Team" must apply for WMLS service, provide a copy of the Team's license, and pay all applicable fees. All listings within the WMLS service area taken by the Team must be entered into the WMLS database. The Team Leader and at least one other Team Member must be authorized users of the WMLS. No business entity or fictitious names are permitted in the "List Agent" field.

Exception: If the managing/principal broker/WMLS participant is also a "team member" but uses the WMLS only in the capacity as a WMLS participant so that other licensees within the office may subscribe to the WMLS, and does not act as a listing agent on any WMLS listings, licensees associated with the WMLS participant's team may qualify and apply for a subscription waiver.

Section 1.2e PHOTO AND/OR SKETCH REQUIREMENTS:

A minimum of one (1) photo, scanned drawing, sketch, or plat is required for all property types as well as Non-MLS listings entered for 'sold' statistical purposes. Required photo(s) must be added to the listing within three (3) business days from the listing entry date. Listing photos are only to be used on the listing in which they were originally submitted with two (2) exceptions. The exceptions are: 1. A property being re-listed by the same Participant/Subscriber submitting the original photos or 2. A Participant/Subscriber receiving written authorization from the owner of the photo(s) to re-use on a new listing.

The recommended format for photo submission is JPG, GIF, or BMP, 1024x768 minimum dimensions, landscape. Photos, scanned drawings, sketches, plats, or QR codes shall not include any type of office or agent contact information, including yard signs.

Section 1.2f PHOTOS, VIRTUAL TOURS, VIDEOS & BRANDING LIMITATIONS:

Filming videos of a listed property by Buyer Agents may be done, when necessary, if interested buyer(s) are unable to personally visit the property. When scheduling the showing appointment, the intent to film must be disclosed, and permission to do so is at the discretion of the owner. Permission must be received from the listing agent/company before filming. Videos, whether taken or downloaded, may not be used for the purpose of marketing/advertising to the general public, by any agent who is not party to the listing, except when written permission to do so is specifically granted by the listing agent/company.

NOTE: When property videos are used other than in the MLS, they must clearly and prominently identify the actual listing agent(s) and include the contact information for the listing office and/or listing agent.

NOTE: ALL photos, virtual tours and videos that are uploaded to the WMLS must be unbranded.

Section 1.2g QR CODES:

All QR codes displayed to the public through the MLS shall link to sites that are unbranded and that do not identify the listing firm or the listing agent.

All listing data shall remain in the WMLS database and shall not be removed.

Section 1.2h DISCLOSURE/DISCLAIMER REQUIREMENTS:

The following signed disclosure forms which are mandated by the state or federal government are required to be uploaded, as applicable, to the listing at the time the listing is input and in the allocated document section of the WMLS Database. Uploading these mandated documents to any other section of the WMLS Database does not satisfy this requirement.

1. Residential Property Disclosure Statement
2. Virginia Real Estate Board -AICUZ (noise and crash) for properties in or adjacent to a military air installation.
3. Virginia Real Estate Board- Septic
4. Disclosure of Information of Lead-Based Paint and/or Lead Paint Hazards
5. Disclosure of Defective Drywall
6. Disclosure of Property Previously Used to Manufacture Methamphetamine

Section 1.2i LOCKBOXES:

Listings filed with the WMLS located within the WMLS service area shall be required to have a WMLS lockbox on the property, should the seller authorize any lockbox. If the seller refuses any lockbox (i.e. combo, contractor, etc.) on

the property, a signed statement by the seller must be kept on file at the listing office indicating the seller does not wish to make use of any lockbox system and Agent Only Comments or showing instructions must indicate no lockbox on the property per sellers desire.

Residential rental listings, lots/land listings, and commercial listings for sale and for lease are exempt from the lockbox requirement. Listings located outside the service area and Listings located in Hampton, Newport News, Poquoson, Gloucester, Surry and West Point are exempt from the lockbox requirement.

Section 1.2.1 REQUESTS FOR LISTING INFORMATION SUBMITTED TO WMLS:

The WMLS shall perform random checks of listings submitted to the Service for the purpose of establishing accuracy of the database information and compliance with the Rules and Regulations of the WMLS. The WMLS randomly selects listings and submits requests via email, to the listing office and the listing agent for copies of the listing contract(s), and/or any other information/paperwork necessary to verify accuracy and assure compliance. The listing office or listing agent shall submit the information/paperwork to the WMLS within two (2) days of notification. Faxes and email shall be accepted for required paperwork. Failure to comply with a random check request for information/paperwork on specific listings shall be subject to action as per Section 7.1e & 7.1f.

Section 1.2.2 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; or
- e. participate on the seller's behalf in negotiations leading to the sale of the listed property

Section 1.3 EXEMPT LISTINGS:

If the seller refuses to permit the listing to be disseminated by WMLS, the Participant may then take the listing ("office exclusive"), and such listing shall be provided to the WMLS upon request by WMLS Administrative Staff no later than 4:30 PM of the date following the date of the request. Filing of the listing should be accompanied by a certification signed by the seller(s) that the listing not be disseminated by WMLS. **WMLS Participants must distribute exempt listings within one (1) business day once the listing is publicly marketed.**

Section 1.4 CHANGE IN LISTINGS:

Any change in listed price or other change in the original listing contract shall be made only when authorized in writing by the seller and shall be entered into the WMLS computer system within three (3) business days after the authorized change is received by the listing broker.

Section 1.4.1 REPORTING SALES:

When the status of a listing changes to "Sold" (or "Leased") the status change and sold information shall be entered into the WMLS computer system within seven (7) business days after closing.

Section 1.5 RELEASE (WITHDRAWAL/CANCELLATION) OF LISTINGS PRIOR TO EXPIRATION:

A listing of property may be released from WMLS by the listing broker before the expiration date of the listing contract, provided the release is entered into the WMLS computer system within three (3) business days. A copy of the agreement between the seller and the listing broker which authorizes the withdrawal (cancellation) shall be on file with the listing office. Sellers do not have the unilateral right to require the WMLS to release a listing without the listing broker's concurrence.

Section 1.5a TEMPORARILY WITHDRAWN LISTINGS:

The "temporary withdrawn" status is not to be used for a "released" or "cancelled" listing. Temporarily withdrawn listings are those that are temporarily not available to be shown. If the listing is in fact, "temporarily withdrawn" (for roof repairs as an example), signed documentation from your seller is required and the listing shall not be in the "temporary withdrawn" status for more than 30 days, unless seller's written authorization to do so is provided to the WMLS upon request. In addition, while in the "temporary withdrawn" status, "agent only comments" shall be used to indicate the reason for the temporary withdraw and the date the listing will again be made available to show (status changed back to "active").

Section 1.5b RE-ENTRY OF RELEASED LISTINGS:

Any listing that is withdrawn and re-listed within sixty (60) days of List Date by the same listing agent/ brokerage and owner name, must be reactivated using "Active/Back-On-Market" with the original MLS number to avoid a relist fee.

NOTE: No marketing or advertising is permitted for off-market listings. (i.e., withdrawn) This includes signage, social media, or any other public notice indicating the property is for sale or rent.

Section 1.6 REPORTING ACTIVE UNDER CONTRACT SALES TO WMLS:

For a listing to qualify for ACTIVE UNDER CONTRACT status in the WMLS, the owner and agent must agree to continue to actively market and show the listing after accepting an offer. Upon ratification of a contract, a Listing Status shall be changed to ACTIVE UNDER CONTRACT with contingent date and type(s) selected in the WMLS database within three (3) business days of contract ratification. Upon removal of all contingencies, listings must be changed to PENDING status within three (3) business days.

Section 1.7 LISTING PRICE SPECIFIED:

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

Section 1.7a LISTING AUCTION PROPERTIES:

All auction listings entered into the MLS must be subject to a valid listing agreement signed by the owner of the property and contain a list price and provide for agency pursuant to Virginia law during the time the listing is active in the MLS. Note: A Virginia Auctioneers license is required to auction real property and publicly advertise the terms, conditions and other details of a real estate auction.

Auction Information in the Public Remarks field is limited to:

- a. a statement identifying the listing as a property subject to auction
- b. an explanation of the basis for the list price (tax assessment, appraisal, opening bid) and
- c. whether or not the seller will accept an offer to purchase prior to the scheduled auction

The information referenced in items (i)-(viii) below is prohibited in the public remarks field.

The following information may be entered in the Agent Only Comments field:

- i. Any required procedures for Participants/Subscribers to register their representation of a potential bidder

- ii. The date, time and place of the auction
- iii. The terms and conditions of the auction
- iv. Whether the auction is being conducted with or without the seller's reserve
- v. The time or manner in which potential bidders may inspect the listed property
- vi. The amount of Buyer premium, if any
- vii. Any other material rules or procedures for the auction
- viii. Auction Company URL

When a property is no longer available for purchase prior to auction ("freeze" or "auction status") the listing must be placed in temporarily withdrawn or released status. In the event the auction is unsuccessful and there is still a valid listing agreement in place, the listing may be restored to active status.

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 contracts and on the data input forms. When part of a listed property has been sold, proper notification should be entered into the WMLS computer system.

Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:

WMLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, WMLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-Participants.

Section 1.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS:

Active, or Temporarily Withdrawn, Listings filed with the Williamsburg 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 listing is extended or renewed and entered into the WMLS compilation of data.

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 be made available to the Service upon request.

Section 1.11 EXPIRATION DATE ON LISTINGS: Listings filed with the WMLS shall bear a definite and final Expiration date as negotiated between the listing broker and the seller.

Section 1.12 LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the WMLS is suspended from the WMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, WMLS Bylaws, WMLS Rules and Regulations, or other membership obligation EXCEPT failure to pay appropriate dues, fees, or charges), all listings currently filed with the WMLS by the suspended Participant shall, at the Participant's option, be retained in the WMLS until sold, withdrawn, or expired, and shall not be renewed or extended by the WMLS beyond the termination date of the listing contract in effect when the suspension became effective. If a Participant has been suspended from the Association or the WMLS (or both) for failure to pay appropriate dues, fees, or charges, the WMLS is not obligated to provide services, including continued inclusion of the suspended Participant's listings in the WMLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the WMLS, the suspended Participant shall be advised in writing (Section 7.1d) of the intended removal so that the suspended Participant may advise the clients.

Section 1.13 LISTINGS OF EXPELLED PARTICIPANTS:

When a Participant of the WMLS is expelled from the WMLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, WMLS Bylaws, WMLS Rules and Regulations, or other membership

obligation EXCEPT failure to pay appropriate dues, fees, or charges), all listings currently filed with the WMLS shall, at the expelled Participant's option, be retained in the WMLS until sold, withdrawn, or expired, and shall not be renewed or extended by the WMLS beyond the termination date of the listing contract in effect when the expulsion became effective. If a Participant has been expelled from the Association or the WMLS (or both) for failure to pay appropriate dues, fees, or charges, the WMLS is not obligated to provide services, including continued inclusion of the expelled Participant's listings in the WMLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the WMLS, the expelled Participant shall be advised in writing (Section 7.1d) of the intended removal so that the expelled Participant may advise the clients.

Section 1.14 LISTINGS OF RESIGNED PARTICIPANTS:

When a Participant resigns from the WMLS, the WMLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the WMLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the WMLS, the resigned Participant shall be advised in writing (Section 7.1d) of the intended removal so that the resigned Participant may advise the clients.

Section 1.15 PUBLIC REMARKS AND DIRECTIONS: Public Remarks shall ONLY include information referring to the specific listing. All showing instructions, all statements that may present a public safety or vandalism concern (i.e. "vacant"), any statements that may present a potential violation of fair housing laws, or statements that can be construed as advertising or marketing shall NOT be identified in the "Public Remarks" or "Directions" sections of the listing data. These statements belong solely in the "Agent Only Remarks" field.

NOTE: The Public Remarks Section of the WMLS Database is subject to editing or removal should the WMLS Board of Directors deem the language offensive and/or violent in nature.

In addition, the "Public Remarks" field shall not include any of the following types of contact information:

- Call/Contact Listing Agent or Firm or any variation of this intent (Cannot direct the public to the listing agent or firm in "Public Remarks"; this belongs solely in the "Agent Only Remarks" field.)
- Listing Agent(s) Telephone Number(s)
- Listing Agent(s) Email and/or Website Addresses
- Listing Company's Telephone Number(s)
- Listing Company's Name
- Listing Company's Email and/or Website Addresses
- Builder's Name or Contact Information – Site Name, Address, Site Agent Contact Information, Site Telephone Number(s), Email and/or Website Addresses
- Reference to Projects, Contracts, Properties Building Deals
- Reference to Sales Center, Site, or decorated model
- Reference to Branded Virtual Tours
- Reference to Specific Lending Companies or Settlement Services

Text that is intended for Agents that appears in any portion of the listing data, other than the "Agent Only Remarks" section (i.e. "Directions", Supplements, Open House, etc.), shall have a fine and/or sanction imposed.

Section 1.16 AGENT ONLY COMMENTS:

All "Agent Only Comments" must be specific to the listing and cannot contain contact information for a real estate licensee who is a non-WMLS subscriber or participant, nor any statements that may present a potential violation of fair housing laws.

Section 1.17 NEW CONSTRUCTION/PROPOSED CONSTRUCTION:

Proposed construction homes may be entered into the WMLS database under the Residential property type provided:

- (a) The lot owner has executed a listing agreement with a WMLS Participant for the sale of the lot. If the lot owner is not a builder, there must be a written agreement in place for the proposed construction of a specific house on the owner's property, subject to a feasibility study. If there is no written agreement in place between the lot owner and the builder, the listing does not qualify for MLS submission.
- (b) The list price must include the price of the lot and the residential structure to be built.
- (c) The first words in the Public Remarks field must state "Proposed Construction."
- (d) The first photo must be an image of the model offered or an artist rendering. If the image is different from the actual model, disclosure must be made in the Public Remarks and Agent Only Comments.

Master Marketing Agreement/Site Signage: If there is a Master Marketing Agreement and/or site marketing such as a sign or advertising with a WMLS Firm name listed as the firm to call, the Listing Firm is required to input the listing into the WMLS database if the property lies within the WMLS service area. If the VR Listing Agreement is not used, the Listing Firm is required to use the "Non-VR Listing Addendum" signed by the Builder and the Listing Firm. **All New Construction properties that fall within the WMLS service area must be listed and maintained in the WMLS database.** The Listing Firm may list these properties in one of two ways: Generate an individual listing for each unit/lot, with each Listing Agreement signed by the owner, - OR - Use "Master Model" listings, one to represent each model/lot in the site (procedure outlined below). The property address should be used in the required "Property Identification Number" (PID) field if this information is not yet available.

New Construction listings on only one lot that may have various building options may not be listed as a Master Model. For this type of listing, the lot address and legal description must be entered. Both "Public Remarks" and "Agent Only Comments" may be used to indicate other floor plans, prices, square footage, etc. that may be available. The lowest (base) advertised price (listed) must be available. Photos, renderings, sketches and/or drawings may be input to show the various models available for that property. Once the listing is marked "Pending", the images depicting models other than the model being built must be removed. These photos, renderings, etc. must be removed prior to marking the listing "Sold" as once the listing is marked "Sold", no changes may be made to the photos.

Master Model Listings: "Model" is defined as a representational structure/lot to be used for exhibition. The "Master Model" procedure may be used for listing/selling multiple lots, units, or properties that are similar in description.

Guidelines for Entering Master Model Listings:

1. One Master Model listing should be entered for each different model name, but only one Master Model listing should be used to represent the multiple variations or elevations of a particular model. For example, a builder may have two models, The Magnolia and The Pine. Each model has an A, B & C variation of the plan, and several elevation options. The

Listing Agent should enter one Master Model listing for The Magnolia, and a second for The Pine. But the agent should not enter separate Master Model listings for each A, B, or C variation, or each elevation, unless a model home exists that matches that variation/elevation.

2. The List Price should always accurately reflect the physical descriptions as detailed in the listing, i.e., if the listing indicates a fourth bedroom, which is a finished room over the garage, the List Price should not be the price for a three bedroom with an unfinished room over the garage. Extras should be noted either as extras or should be included in the List Price.
3. For sites selling lots only (no models), Firms are limited to no more than five (5) Master Model listings, using such criteria as price range, wooded, acreage, waterfront, etc. to differentiate between the listings.

Procedures for Entering Master Model Listings:

Listing Firm prepares a Data Input Form for the Master Model listing and this form should be reviewed and approved by the Seller/Builder.

- a. If the Master Model listing does not have an address, use the Builder's model name in the Address field.
- b. For the Property Identification Number (PIN) field, use the property address or the Builder's model name.
- c. Mark "NEW" in the "New/Resale" field.
- d. Indicate the range of prices for the model and its variations/elevations in the Agent Only Comments field.
- e. Input the listing into the WMLS database.
- f. The listing must be associated with a specific new construction subdivision.

Any changes to the Master Model List Price must be reported in the WMLS database within five (5) business days of the change occurring.

As individual sales occur, the Listing Firm must:

- a. Prepare a Property Data Input Form for a "Master Model" with the specific address, legal description, and details pertinent to that specific property. The List Date shall be the date of the contract to purchase, and the Expiration Date should be a few days after this List Date. The Seller's signature is not required on this form if there is a signed copy for the Master Model listing on file with the Listing Firm.
- b. In the WMLS database, enter a new listing for each individual sale by making a copy of the Master Model listing, changing specific information to reflect the property now under contract, and complete all required fields. Save the listing as "ACTIVE" (generates new MLS #) and then immediately change the Status to PENDING. **Repeat for each individual sale that occurs off the Master Model listing.** For as long as the Master Model listing remains active in the WMLS database, all individual sales derived from this listing must be reported as they occur. After closing, each Master Model listing's status must be marked "SOLD." A Master Model listing is not required to be

removed after a phase has sold out, if another phase should open the Listing Agent must update “Agent Only Comments” to reflect when the next phase has opened, or is scheduled to open. When the Master Model listing has served its purpose, the Listing Firm should withdraw it or report it as sold.

Section 1.17a LISTINGS WITH TWO (2) PROPERTY TYPES: 1) Property Types of Residential and Lots/Land may both be used when listing “New Construction/Proposed Construction” properties. 2) Property Types of Residential and Rental may both be used. 3) Property Types of Residential and Multi-Family may both be used. 4) Property Types of Residential and Commercial may both be used when a single property has been approved by the municipality for “Dual Use”.

If a property is listed as two (2) different property types, (i.e. options for both “Land” and “Residential” types for one property are listed) and one of the property types is under contract to purchase, it must be changed to “Pending” status and the other property type must be changed to “Temporarily Withdrawn” status. In addition, when the property type that is “Pending” closes, it must be changed to “closed” status within 7 business days of closing and the other property type must be changed to “released” status in the WMLS computer system within 7 business days of closing.

Section 1.18 COMING SOON LISTINGS:

- (1) To qualify for submission into the WMLS Database under the “Coming Soon” status (see Section 1 for required timeframe), a property must have:
 - a. A ratified listing agreement or a residential property management & exclusive rental agreement
 - b. Completed WMLS Form 124: Pre-marketing Addendum
- (2) These listings may be advertised on broker, agent, public or syndication websites or in other media as “Coming Soon”. A firm For Sale/Lease Sign with a “Coming Soon” Rider may be installed on the property while the property is under Coming Soon status.
- (3) Listings under Coming Soon Status may not be shown and offers to purchase/lease may not be reviewed. In the event that a Seller/Leasor agrees to allow a Coming Soon listing to be shown the listing status must be changed to Active prior to the showing.
- (4) Days on Market (DOM) do not accrue while a listing is under the Coming Soon listing status.
- (5) You must include an Expected On-Market Date when using the Coming Soon listing status. This is the date when you expect your listing to be Active AND the date the listing will go “ACTIVE” in the Matrix system unless it is modified prior to the “Expected On-Market Date”. This date cannot exceed 21 calendar days from the “List Date”.
- (6) Use of the Coming Soon listing status is limited to 21 calendar days. After 21 calendar days have passed, the listing status will automatically change to Active status. A listing may only be under the Coming Soon status for one (1) 21-day period. If you need more time after the 21 calendar days have expired, consider using the Temp Withdrawn listing status.
- (7) Listings under Coming Soon Status must have a List price.
- (8) Because a Listing under the Coming Soon status will have an MLS number, the listing agent will be able to add virtual tours, marketing materials, and listing documents ahead of time.
- (9) A minimum of one (1) photo is required.

Section 1.19 SOLD NON-MLS LISTING: Listings that (a) do not qualify for submission into the MLS under these Rules and Regulations or (b) are not authorized by the Seller for MLS submission or (c) are sold outside of the WMLS jurisdiction may be entered into the MLS system by the Williamsburg MLS agent representing the buyer’s side of the transaction after the transaction has closed. Listings must be entered promptly after closing but no later than January 31st of the subsequent calendar year.

Section 1.20 NO OFFERS OF COMPENSATION:

- a. Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS, including but not limited to Public or Agent Only Remarks, Directions, Showing Instructions, in Supplements, or in any open-text field. Failure to comply will result in an automatic fine of not less than \$500.
- b. 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 or data feeds.

SELLING & LEASING PROCEDURES

Section 2 SHOWINGS AND NEGOTIATIONS:

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the WMLS 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 the broker's representative. However, the listing broker has the option to preclude such direct negotiations by cooperating brokers.

NOTE: Agents wishing to record videos/virtual showings/ live feeds of a listed property must disclose their intent when making a showing appointment. If they receive permission to film, they may do so solely for the purpose of helping buyer clients who are unable to visit the property in person. (See Section 1.2f)

Section 2.1 SHOWING AVAILABILITY:

All listings that are entered into the WMLS must be equally and immediately available for appointments to all WMLS Participants and Authorized Users as of the List Date, with the exception of listings entered with the "Coming Soon" status. Showing instructions such as "Do Not Show Until (future date)" or "Not available for (specific dates)" are not permitted in Agent Comments or Public Remarks.

Section 2.2 PRESENTATION OF OFFERS:

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

Section 2.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS:

The listing broker shall submit to the seller all offers and counter-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 2.4 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:

The cooperating broker (subagent or buyer agent) or that broker's representative has the right to participate in the presentation to the seller or lessor of any offer secured by that broker to purchase or lease. The cooperating broker 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 obtain 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 presentation. Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

Section 2.5 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER:

The listing broker or that broker's representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. The listing broker does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee (except where 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 counteroffer is presented, the listing broker has the right to obtain a copy of the purchaser's or lessee's written instructions.

Section 2.6 REPORTING PENDING SALES TO WMLS:

Pending sales shall be entered by the listing broker into the WMLS computer system within three (3) business days unless exceptions as stated in Section 1.6 apply.

Section 2.7 REPORTING CANCELLATION OF PENDING SALE:

The listing broker shall update the listing to "active" status in the WMLS computer system within three (3) business days, to report the cancellation of any pending sale. **Listing participants/subscribers may return a listing to active status ONLY after a release of contract to purchase has been executed by the purchaser and seller or the contract has been legally terminated and is no longer in effect.**

Section 2.8 REPORTING RESOLUTION OF SALES CONTRACT CONTINGENCIES:

The listing broker shall report to the WMLS computer system within three (3) business days that a contingency on file with the WMLS has been fulfilled, renewed, or cancelled.

Section 2.9 REPORTING SALES TO WMLS:

The listing broker shall enter in the WMLS computer system Sold (or Leased) information within seven (7) business days after closing. If negotiations were carried on under Section 2.a. or 2.b. hereof, the cooperating broker shall report accepted offers to the listing broker within 24 hours after occurrence and the listing broker shall report them to the WMLS within 24 hours (excepting weekends and holidays) after receiving notice from the cooperating broker.

Section 2.10 ADVERTISING OF LISTINGS FILED WITH WMLS:

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

Section 2.11 WRITTEN BUYER BROKER AGREEMENT REQUIRED FOR TOURING:

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 residential dwelling of one-four units. 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 statement 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 2.11b TOURING DEFINITION:

Touring a property is defined as 1) the buyer(s) and the agent from the brokerage working with the buyer physically enter a dwelling, or 2) an agent from the brokerage working with the buyer(s) enters a dwelling to provide a live tour virtually to the buyer(s) who is(are) not physically present.

Section 3 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.

PROHIBITIONS

Section 4 INFORMATION FOR PARTICIPANTS ONLY:

Any listing filed with the WMLS shall not be made available to any broker or firm not a Member of the WMLS 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 LISTINGS FILED WITH WMLS:

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

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 WMLS by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. 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 WMLS Participant, Licensed User, 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, Licensed Users 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 Licensed Users. This does not prohibit Participants and Licensed Users from representing that any information they are authorized under WMLS rules to provide to clients or customers is available on their websites or otherwise.

Section 4.5 SERVICES ADVERTISED AS “FREE”:

WMLS 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.

DUTY TO DISCLOSE

PARTICIPANT DISCLOSURE:

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 WMLS, that person shall disclose that interest when the listing is filed with WMLS and such information shall be entered into the WMLS computer system.

Section 5.2 PARTICIPANT AS PURCHASER:

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

Section 5.3 DISCLOSING POTENTIAL SHORT SALES AND THIRD-PARTY APPROVAL:

Participants may, but are not required to, disclose potential short sales to other Participants and Licensed Users.

SECTION 6 USER DEFINITIONS, BILLING PROCEDURES, CANCELLATION POLICIES:

- a. **FULL SERVICE:** A firm or a firm’s branch who has never received Participation with the Williamsburg Multiple Listing Service before shall apply and pay an application fee with such fee to accompany the application. “New Firm” shall mean (i) a different legal entity, or (ii) transfer of fifty percent (50%) or more of the ownership or equity of the same legal entity.
- b. **AFFILIATE SERVICE:** An applicant for Limited (Affiliate) Service participation who has never received Affiliate Participation with the WMLS shall pay an application fee with such fee to accompany the application.
- c. **WMLS PARTICIPANT (LICENSED COMPANY BROKER/DESIGNATED REALTOR):**
Participants will be considered authorized and will be provided access to the WMLS upon completion of a “Full Service Application”, a “New WMLS Licensed User Registration” Form,

and the Participant's acceptance of the EULA (End User License Agreement). New WMLS Participants will also be required to provide a "Letter in Good Standing" from their current, or immediate past, MLS and Association.

Quarterly recurring service fees are assessed, in advance, to each Participant (principal, partner, corporate officer, or branch office manager acting on behalf of a principal), and for each Unlicensed (Administrative) User as authorized and registered with the firm. Payment of such fees shall be made on or before the last business day of each billing month (January, April, July, October).

Participants are responsible for any unpaid, past due fees and fines for all inactivated licensees within the firm.

A no-cost subscription waiver of WMLS fees, dues and charges is available for any Real Estate Licensee excluding a WMLS Participant (Brokerage's Principal or Managing Broker) or a Licensed/Certified Appraiser who can show subscription to a different MLS or CIE where the managing broker participates.

'Broker Participants' must sign a certification for nonuse of WMLS services by their licensees choosing not to subscribe to the WMLS. Failure to comply with the WMLS Subscription Waiver Policy can include penalties and termination of the waiver if violated.

NOTE: In order for licensees to qualify and remain on a WMLS Subscription Waiver, they must adhere to the following requirements:

1. Waiver Subscriber will not use WMLS services and content, including, but not limited to:
 - a. Accessing current listing data, comp and statistical information/reports, and WMLS data feed
 - b. Use of WMLS products and services available only to authorized WMLS Subscribers affiliated with the WMLS Participant (including Name, Reference to or Contact info of WMLS non-subscribers in 'Agent Comments' or 'Public Remarks'.
 - c. Name, reference to, or contact info of Co-Listing Agents, who are not subscribers of the WMLS, is strictly prohibited.
2. Waiver Subscriber cannot be a listing agent or co-listing agent on a ratified listing agreement for any active listing filed with the WMLS
3. Waiver Subscriber cannot control/own WMLS's lockboxes

In order for a firm/branch to remain in compliance with the WMLS Subscription Waiver Policy, Participants will be REQUIRED annually to submit a "WMLS Subscription Waiver Audit", outlining MLS statuses of all company licensees. Failure to submit a "WMLS Subscription Waiver Audit Form" within the required time frame, shall result in a fine and possible suspension of WMLS Services.

NOTE: In the interim of the "WMLS Subscription Waiver Audit", any active licensee who does not subscribe and/or cancels their subscription to the WMLS, shall automatically be considered to be on a WMLS Subscription Waiver until such time as they start WMLS services or violate the subscription waiver requirements.

d. LICENSED (AGENT) USER/SUBSCRIBER:

Quarterly recurring service fees are assessed, in advance, for each authorized Licensed User (Sales Licensee, Licensed Appraiser, Licensed Assistant, Licensed Company Staff). Licensed Users will be considered authorized and will be provided access to the WMLS upon completion of a “New WMLS Licensed User Registration” Form and the Licensed User’s acceptance of the EULA (End User License Agreement). New WMLS Licensed Subscribers will also be required to provide a “Letter in Good Standing” from their current, or immediate past, MLS and Association. Payment of quarterly fees shall be made on or before the last business day of each billing month (January, April, July, October).

CANCELLATION POLICY FOR PARTICIPANTS AND LICENSED USERS:

When a Participant or Licensed User’s license is no longer affiliated with the company the WMLS Participant must notify the WMLS in writing, or by using a “REALTOR® Membership and/or WMLS Licensed User Resignation/Cancellation” Form, within three (3) business days, and by no later than the last day of the month preceding the next fiscal quarter (January, April, July, October) in order to avoid the recurring quarterly fee. For failure to comply with this rule the provisions of Section 9 and Addendum C shall apply.

A Participant will be billed applicable fees for any unauthorized User who has been determined to have utilized the WMLS in any manner, e.g. if the licensee has any active listings in the WMLS, takes floor duty, is included in Company advertising, or has any form of electronic connection, e.g., website, that accesses any Internet site to which data from the WMLS aggregate is transmitted.

e. UNLICENSED (ADMINISTRATIVE) USER/SUBSCRIBER:

COMPANY STAFF:

Unlicensed Staff employed by a Participant, including any personal assistants and administrative staff, affiliated with the Participant’s company and who are unlicensed in any state, will be considered authorized and will be provided access to the WMLS upon the WMLS Participant’s completion of a “WMLS Unlicensed Users Registration & Cancellation” Form and the Unlicensed User’s acceptance of the EULA (End User License Agreement).

AUTHORIZED ASSISTANT:

Unlicensed Assistants employed by an active Licensed User or Participant will be considered authorized and will be provided access to the WMLS upon the WMLS Participant’s completion of a “WMLS Unlicensed Users Registration & Cancellation” Form and the Unlicensed User’s acceptance of the EULA (“End User License Agreement”).

Company Staff and Authorized Assistants may not be an employee of a client or property owner (Participant/WMLS User’s client) unless they are selling their own property.

CANCELLATION POLICY FOR UNLICENSED (ADMINISTRATIVE) USERS:

When an Unlicensed User is no longer employed by, or affiliated with the company, the WMLS Participant must notify the WMLS in writing, or by using a “WMLS Unlicensed User Registration & Cancellation” Form within three (3) business days, and by no later than the last day of the month preceding the next fiscal quarter (January, April, July, October) in order to avoid the recurring quarterly fee for the following fiscal quarter. For failure to comply with this rule the provisions of Section 9 and Addendum C shall apply.

All WMLS fees for unlicensed users are billed to the WMLS Participant.

f. AFFILIATE USER:

Quarterly recurring service fees are assessed, in advance, to each authorized Affiliate User. Affiliate Users will be considered authorized and will be provided access to the WMLS upon completion of a “New Affiliate User Registration” Form and the Affiliate User’s acceptance of the EULA (End User License Agreement). Payment of such fees shall be made on or before the last business day of each billing month (January, April, July, October).

An Affiliate User will be billed applicable fees for any unauthorized Affiliate who has been determined to have utilized the WMLS in any manner.

When an authorized Affiliate User is no longer with the company the WMLS must be notified in writing, or by using a “WMLS Affiliate Users Registration/Cancellation” Form, within three (3) business days, and no later than the last business day of the month preceding the next fiscal quarter in order to avoid the recurring quarterly fee for the following fiscal quarter. For failure to comply with this rule the provisions of Section 9 and Addendum C shall apply.

Section 6.1 ORIENTATION:

Any applicant for WMLS Participation and any Licensed User or Unlicensed User affiliated with a WMLS Participant who has registered to use the WMLS shall complete, and provide payment for, an orientation program of no more than eight (8) hours devoted to the WMLS rules and regulations and computer training related to WMLS information entry and retrieval and the operation of the WMLS within sixty (60) days after access has been provided. In the event that these requirements are not met, access to and use of the WMLS shall be suspended until such time as the requirement is fulfilled. An applicant may arrange for completion of the orientation program by web cast or similar means, provided that applicant shall pay the cost established by WMLS for such service.

In addition, if, at any time, the WMLS changes system vendors all WMLS users and Participants shall complete an orientation program of no more than eight (8) hours devoted to the WMLS rules and regulations and computer training related to WMLS information entry and retrieval and the operation of the WMLS within sixty (60) days after the conversion to the new system vendor is complete. In the event that this requirement is not met, access to and use of the WMLS shall be suspended until such time as the requirement is fulfilled will not be provided. Exception: Attendance to the orientation program only for “Participant/Designated Broker” members may be waived if the “Participant/Broker” appoints another authorized User as “designee” to attend the required class in their stead.

Section 6.2 ADDITIONAL ORIENTATION REQUIREMENT:

Any existing authorized user demonstrating a need for additional training shall be required to attend a class if deemed appropriate by the WMLS Board of Directors.

Section 6.3 QUARTERLY BILLING, INVOICING & PAYMENTS:

Invoices shall be sent electronically to WMLS Participants and Licensed Users on the first business day of the following months: January, April, July, October. Invoices shall also be posted on the Association’s website to be available for display or electronic payments. Invoiced amounts shall be due in full no later than the last business day of the billing month. Fiscal quarters are defined as the following: November 1 – January 31, February 1 – April 30, May 1 – July 31, Aug 1 – October 31.

Refunds shall be issued, upon request, for prepayment of quarterly service fees if the request is received by

WAAR/WMLS staff no later than the last business day of the month that fees were invoiced in. No refunds shall be issued once services for the new WMLS quarter have commenced.

All outstanding accounts are given a five (5) business days grace period, after the invoice due date, to be paid in full. After the grace period, all unpaid accounts shall be inactivated and a \$100 re-activation fee and outstanding WMLS dues will be required to reactivate WMLS services.

Payments may be made via check, VISA, MasterCard, American Express and Discover. Electronic payments may be made via the WAAR website. An authorized auto-payment plan is also available.

There shall be a fee for any returned check. Returned checks shall not be resubmitted to the bank for deposit. If a check is returned for insufficient funds, the Participant/Subscriber must pay all past due and current fees, including the returned check fee, all outstanding fines and/or service charges, in cash or by cashier's check.

COMPLIANCE WITH RULES

Section 7 APPLICABILITY OF RULES TO USERS AND/OR LICENSED USERS:

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the WMLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or Licensed User has signed an agreement (EULA) acknowledging that access to and use of WMLS information is contingent on compliance with the rules and regulations. Further, failure of any user or Licensed User 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 Licensed Users affiliated with the Participant.

Section 7.1 AUTHORITY TO IMPOSE DISCIPLINE:

By becoming and remaining a Participant or Licensed User in the WMLS, each Participant and Licensed User agrees to be subject to the rules and regulations and any other WMLS governance provision. The WMLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other WMLS 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 WMLS orientation or other appropriate courses or seminars which the Participant or Licensed User can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. suspension of WMLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year, with automatic reinstatement of participation in good standing at the end of the specified period of suspension
- f. WMLS access suspended with no reinstatement privilege for a specified period of one (1) to three (3) years, with reinstatement of participation to be by application only after the specified period of suspension, on the merits of the application at the time received.
- g. Or, at the option of the WMLS Board of Directors, an assessment in lieu of suspension with assessment not to exceed \$5,000 which can be utilized only once in any three (3) year period.

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

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

Section 7.2 FINES AND SANCTIONS:

The following actions may be taken for noncompliance with the Rules and Regulations:

- a. All administrative invoices are due in full 30 days from invoice date. Users who fail to pay any fine, sanction or administrative fee within sixty (60) days of invoice issuance shall have their WMLS services inactivated due to non-payment. To reactivate services, users will be required to pay all outstanding fees plus a \$100 reactivation fee. Any "active" or "pending" listings of inactive users will be reassigned by the broker within three (3) business days or the WMLS Staff will reassign the listing to the broker in the WMLS Database.
- b. Fines or sanctions as approved by the WMLS Board of Directors, and outlined in Addendum "C", may be imposed after administrative review.
- c. After administrative review, if a violation of the Rules and Regulations has been deemed fineable, an appeal to the WMLS Board of Directors (BOD) may be filed by completing Form 126 and submitting it to the WMLS no later than ten (10) business days from the date the fine was invoiced. A minimum ten (10) business day written notice of the scheduled hearing date shall be given to appellant upon receipt of Form 126. Written requests to re-schedule an appeal hearing shall be considered by the WMLS BOD.
- d. Upon receipt of a written request for administrative review (audit) via e-mail, Participants/Subscribers shall provide the WMLS with all requested paperwork within two (2) days. For non-compliance of an audited listing, a \$100 fine shall be imposed and another two (2) day notice shall be given to comply. Should the requested paperwork still not be received after the additional two (2) days has past, a \$200 fine shall be imposed and another two (2) day notice shall be sent stating said listing shall be deleted by the WMLS, should the requested paperwork still not be received.
- e. Upon receipt of a written request to add, upload or revise information to listings via e-mail, Participants/Subscribers shall have two (2) days in order to comply or respond to the WMLS. For non-compliance of the request, a \$100 fine shall be imposed and another two (2) day notice shall be given to comply. Should the requested change or update still not be completed after the additional two (2) days has past, a \$200 fine shall be imposed and another two (2) day notice shall be sent

stating said listing shall be deleted by the WMLS, should the requested change or update still not be completed.

- f. For failure to notify the WMLS within three (3) days, when an Unlicensed User or Licensed User, having access to the WMLS, leaves the company, the provisions of Section 9 and/or Addendum C shall apply.
- g. For failure to comply with any other rule, the provisions of Section 9 and/or Addendum C shall apply.

COMPLIANCE AND ENFORCEMENT PROCEDURES

Section 8 CONSIDERATION OF ALLEGED VIOLATIONS:

Violations of the WMLS Rules and Regulations are discovered in several ways. Regular administrative audits are performed, but peer review also plays an important part in identifying inconsistencies and non-compliance. Participants and Subscribers may report alleged violations by using the Report a Listing function in Matrix or by contacting the Association office, however it is strongly recommended that all Participants try to resolve all questions and complaints by making contact with the Participant of the company in question to seek a remedy. If it is determined that a violation of the Rules and Regulations has occurred an electronic notification will be sent to both the Participant and Subscriber. The notice will specify the violation and indicate that the violation recipient may have up to two (2) days to correct the violation. Violations of WMLS rules that are time sensitive, including but not limited to listing entry and status updates may be issued immediate fines. Failure to correct a violation or repeated violations may result in one or more fines. When requested by a complainant, the WMLS 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 WMLS will appoint a representative to serve as the complainant.

The WMLS Board of Directors shall consider 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 WMLS Board of Directors.

NOTE: The following holidays shall be excluded from any timeframe requirements as stated in these Rules and Regulations:

New Year's Day	Juneteenth	Thanksgiving Day
Martin Luther King Jr. Day	Independence Day	Thanksgiving Friday
Presidents Day	Veterans Day	Christmas Day
Memorial Day	Labor Day	New Years Eve

Section 8.1 APPEALS OF COMPLIANCE:

~~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 enforced. 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 of the Williamsburg Area Association of REALTORS® within twenty (20) days following receipt of the Directors' decision.~~

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the board of directors of the MLS and if a violation is determined, the board of directors may direct the imposition of sanction provided that the recipient of

such sanction may request a hearing by the professional standards committee of the association in accordance with the bylaws of the association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association.

After administrative review, and if a violation of the Rules and Regulations is fineable, an appeal to the WMLS Board of Directors (BOD) may be filed by completing Form 126 and submitting it to the WMLS no later than ten (10) business days from the date the fine was invoiced. A minimum of ten (10) business days written notice of the scheduled hearing date shall be given to appellant upon receipt of Form 126. The WMLS Board of Directors shall give consideration to all written appeals having to do with a violation of the WMLS 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 WMLS Board of Directors.

Section 8.2 COMPLAINTS OF UNETHICAL CONDUCT:

Alleged violations involving unethical conduct shall be referred to the professional standards committee of the Williamsburg Area 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 Williamsburg Area Association of REALTORS®. All other complaints 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 8.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT:

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

Upon receiving a notice, the WMLS Board of Directors (BOD) will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to the BOD that the use is authorized. Any proof submitted will be considered by the BOD, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If the BOD determines that the use of the content was unauthorized, the BOD may issue a sanction pursuant to Section 7 of the WMLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the WMLS rules, that too will be considered at the time of establishing an appropriate sanction.

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

Section 8.4 WMLS RULES VIOLATIONS:

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

CONFIDENTIALITY OF WMLS INFORMATION

Section 9 CONFIDENTIALITY OF WMLS INFORMATION

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

Section 9.1 WMLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION

The information published and disseminated by the WMLS is communicated verbatim by the WMLS, subject to the provisions of section 1.15, as filed with the WMLS by the Participant. The WMLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the WMLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

OWNERSHIP OF WMLS COMPILATIONS AND COPYRIGHTS

Section 10 By the act of submission of any property listing content to the WMLS, the Participant represents and warrants that the Participant is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the WMLS license to include the property listing content in any copyrighted WMLS compilation and in any statistical report on “Comparables.” Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. Each participant who submits listing content to the WMLS agrees to defend and hold the WMLS 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 10.1 All rights, title, and interest in each copy of every WMLS Compilation created and copyrighted by the Association, and in the copyrights therein, shall at all times remain vested in the Association.

Section 10.2 Each participant shall be entitled to lease from the Williamsburg Area Association of REALTORS® a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

USE OF COPYRIGHTED WMLS COMPILATIONS

Section 11 DISTRIBUTION:

Participants shall, at all times, maintain control over and responsibility for each copy of any WMLS compilation leased to them by the association of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licenses 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 WMLS.

Use of information developed by or published by an Association Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed by or published by an Association Multiple Listing Service where access to such information is prohibited by law.

Section 11.1 DISPLAY

Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the WMLS 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 WMLS compilation.

Section 11.2 REPRODUCTION

Except as otherwise explicitly authorized by written agreement between Participant and the WMLS, Participants or their affiliated licensees shall not reproduce any WMLS compilation or any portion thereof except in the following limited circumstances or as otherwise expressly permitted by written License Agreement:

Participants or their affiliated licensees may reproduce from the WMLS compilation, and distribute to prospective purchasers, a reasonable number of single copies of property listing data contained in the WMLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participants or their affiliated licensees, be interested. It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the WMLS 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.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, "sold" information, "comparables," or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create 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.

USE OF WMLS INFORMATION

Section 12 LIMITATIONS ON USE OF WMLS INFORMATION

Use of information from the WMLS compilation of current listing information, from the Association's "Statistical Report," or from any "sold" or "comparable" report of the Association or WMLS for public mass-media advertising by a WMLS 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 WMLS 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 Williamsburg Area Association of REALTORS^o
(alternatively, from the Williamsburg Multiple Listing Service) for the period (date)
through (date).”

WMLS COMPUTER ACCESS

Section 13 PASSWORD CONFIDENTIALITY

Access to the WMLS computer information is attained by completion of an authorized course of the proprietary software, use of an authorized Username and confidential password. Authorized WMLS users shall not, under any circumstances, divulge their password to anyone. Unauthorized WMLS users (those who may or may not be members but who do not have access to the system for whatever reason) shall not, under any circumstances, use an authorized WMLS user's Username and password to access the system. For failure to comply with this rule the provisions of Sections 9 and Addendum B shall apply.

Section 13.1 USER EMAIL INFORMATION

WMLS user email information that is accessible through the WMLS System may only be shared for any unsolicited commercial email by Authorized Users, provided the unsolicited commercial email allows the ability for users to “opt out.”

The transmission of electronic messages using email addresses obtained through the WMLS system shall be strictly related to information about real property listed in the WMLS and inquiries about real property needs.

INTERNET DATA EXCHANGE (IDX)

Section 14 IDX DEFINED

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

Section 14.1 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 in writing that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display.

Section 14.1a In order for a Participant to participate in IDX a Data License Agreement (DLA) **MUST** be fully executed by Technology Provider, Participant and Subscriber (if applicable) and delivered to the WMLS for review of compliance and implementation.

Section 14.2 IDX is available to all WMLS Participants ~~who are REALTORS®~~ who are engaged in real estate brokerage and who consent to display of their listings by other Participants.

Section 14.2.1 Participants must notify the WMLS of their intention to display IDX information and must give the WMLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 14.2.2 MLS Participants may not use IDX-provided listings for any purpose other than display as provided in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines.

Section 14.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs, or other electronic forms of display or distribution).

Section 14.2.4 Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, 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). The selection of listings displayed on any IDX site must be independently made by each Participant.

Section 14.2.5 IDX Participants and affiliated licensees must refresh all downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.

Section 14.2.6 Except as provided in the IDX policy and these rules, an IDX site or a Participant, affiliated licensee, or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the WMLS database available to any person or entity.

Section 14.2.7 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 the 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 WMLS rules.

Section 14.2.8 Any IDX display controlled by a Participant or Licensed User that:

- a. allows third parties to write comments or reviews about listings or displays a hyperlink to such comments or reviews in immediate conjunction with 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 features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 16.2.9, 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 14.2.9 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 14.2.10 A WMLS participant (or where permitted locally, a WMLS 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 WMLS participant (or WMLS 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.

Section 14.2.11 Participants shall not modify or manipulate information relating to other participant's 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 immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all the available listings or fewer authorized fields.

Section 14.2.12 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 14.3 Listings displayed pursuant to IDX shall contain only those fields of data designated by the WMLS. Display of all other fields (as determined by the WMLS) 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 14.3.1 The following fields of information may NOT be displayed on IDX sites:

- Agent Only Comments
- Assessed Value
- Days on Market (DOM)
- Lockbox Description
- Owner Name and Phone Number(s)
- Property Security Information

- Deposit Information
- Expiration Date
- List Date
- Showing instructions
- Tenant Name and Phone Number(s)
- Type of Listing Agreement (e.g., exclusive right to sell, exclusive agency, etc.)

Section 14.3.2 Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to his/her Participant's consent and control and the requirements of state law and/or regulation

Section 14.3.3 All listings displayed from the IDX database shall contain a notice that WMLS is the source of the information.

Section 14.3.4 Participants and their affiliated licensees shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and 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 WMLS. The WMLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the WMLS from liability. Displays of minimal information (e.g., “thumbnails”, test 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.

(Examples of accuracy disclaimers are as follows: *“The property data as provided by [insert Company name] is believed to be correct, however, interested parties are advised to confirm the information prior to making a purchase decision.”* OR *“[insert Company name] has attempted to offer accurate data, but interested parties are advised to confirm all property information.”* -OR- *“All information is deemed reliable but not guaranteed. The listings on this site are displayed courtesy of the IDX program of WMLS and may not be the listings of the site owner.”*)

Section 14.3.5 LOGOS

The approved WMLS IDX logo must appear on any search results identifying another IDX Participant’s listing(s) immediately adjacent to the property information. In addition, an explanation that those properties marked with the logo is provided courtesy of the WMLS must appear on the first page where any IDX listing data is displayed. Following are the requirements for Full size and/or Brief/Thumbnail size MLS IDX logos:

Section 14.3.6 DISPLAYS

Following are definitions for Detailed and Brief/Thumbnail displays of another IDX Participant’s listing(s):

Detailed displays shall contain the name of the IDX listing office and immediately adjacent to the property information, the approved WMLS IDX logo. All listings displayed pursuant to IDX (including but not limited to “Virtual Tours”) shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

Detailed displays shall **NOT** contain any branding or contact information of the IDX Participant owning the website within the detailed text and/or photograph of another IDX Participant’s listing data.

Brief/Thumbnail displays may only contain text data regarding the IDX property, a photograph or rendering of the IDX property, the WMLS IDX Logo immediately adjacent to the property information and “buttons” providing links to additional information.

Section 14.3.7 Listings obtained through IDX feeds from the WMLS where the Participant holds participatory rights must be displayed separately from the listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

Section 14.3.8 Display of expired and withdrawn listings is prohibited.

Section 14.3.9 The MLS Copyright notice shall be displayed immediately following any IDX property information. The MLS Copyright notice must appear **exactly** as in **either** one of the following options:

Option A: “Copyright [insert current year date] WMLS. All rights reserved.”

Option B: “Ó [insert current year date] WMLS. All rights reserved.” Note: Only the copyright symbol may be used. All other derivatives are prohibited. If the copyright symbol cannot be displayed, then Option A must be used.

Section 14.4 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 14.5 Participants must maintain an audit trail of consumer activity on their website and make that information available to the WMLS if the WMLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of WMLS rules related to use by consumers.

Section 14.6 An IDX Participant displaying the IDX database, or any portion thereof, shall make reasonable efforts to avoid piracy of the data by third parties and display of that data on any other website. Reasonable efforts shall include but are not limited to:

- (a) Monitoring the Website for signs that the third party is moving data is recommended; and
- (b) It is recommended that a notice be posted prominently indicating that any use of search facilities of data on the site, other than by a consumer seeking to purchase real estate, is prohibited; and
- (c) Reporting to the WMLS any suspicious piracy, including evidence thereof, for investigation and action by the WMLS.

Section 14.7 Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

Section 14.8 Participants shall not modify or manipulate information relating to other participants’ listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all the available listings or fewer authorized fields.

Section 14.9 Violations of IDX rules and regulations are subject to a fine up to \$1,000. After a violation is identified, the WMLS also has the authority to disconnect the IDX feed to the Participant, and any non-principals or sales licensees affiliated with the IDX Participant, until such time as the Participant comes into compliance.

SECTION 15 VIRTUAL OFFICE WEBSITES

Section 15.1a 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.

Section 15.1b As used in Section 17 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

Section 15.1c “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.

Section 15.1d As used in Section 17 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 15.2a 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.

Section 15.2b 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”).

Section 15.2c 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 15.3a 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 email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the

Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

- (iii) The Participant must require each Registrant to have a username and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the username and password or may allow the Registrant to establish its username and password. The Participant must also assure that any email address is associated with only one username and password.

Section 15.3b The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, username, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

Section 15.3c If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, 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.

Section 15.3d The Participant shall require each Registrant to review, and agree (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

- i. That the Registrant acknowledges entering 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's ownership of, and the validity of the MLS's copyright in, the MLS database.

Section 15.3d 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.

Section 15.3e 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 15.4 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 15.5 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed contemporaneously by the MLS.

Section 15.6a A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to 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 email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

Section 15.6b 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. Please check either Option a or Option b:

- a. ☐ I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

- 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

Section 15.6c The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

Section 15.7a Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

Section 15.7b 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 17.8, 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 15.8 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 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 15.9 A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 15.10 Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 15.11 A Participant's VOW must display the Participant's privacy policy informing Registrants of all the ways in which information that they provide may be used.

Section 15.12 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 15.13 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 15.14 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 15.15 A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired and withdrawn listings
- b. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- c. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- d. instructions or comments intended for cooperating brokers only, such as those regarding showings or security of listed property

Section 15.16 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 15.17 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 15.18 A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, and the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 15.19 A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. 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 15.20 A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 15.21 A Participant shall cause any listing displayed on his or her VOW that is 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 15.22 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 be searched separately from listings in the MLS.

Section 15.23 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS (see Form 114).

Section 15.24 Where a seller affirmatively directs their 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 48 hours.

Section 15.25 Violations of VOW rules and regulations are subject to a fine up to \$1,000. After a violation is identified, the WMLS also has the authority to disconnect the VOW feed to the Participant, and any non-

principals or sales licensees affiliated with the VOW Participant, until such time as the Participant comes into compliance.

CHANGES IN RULES AND REGULATIONS

Section 16 CHANGES IN RULES AND REGULATIONS

Amendments to the Rules and Regulations adopted by the WMLS Board of Directors (BOD) shall become effective and enforced 30 calendar days after approval by the BOD and will be noticed to all WMLS Users within 15 calendar days of approval, unless the effective date is otherwise noted by the BOD.

ARBITRATION OF DISPUTES

Section 17 ARBITRATION OF DISPUTES

By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS participants, subject to the following qualifications.

a) If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS®.

b) If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Virginia State Association of REALTORS®.

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.

Awards: The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS.

STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

Section 18.1 MLS participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS participants have with clients.

Section 18.2 Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Section 16.3 MLS participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right-to-sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the MLS participant may contact the owner to secure such information and may discuss the terms upon which the MLS participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 18.4 MLS participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an MLS participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.

Section 18.5 MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

Section 18.6 The fact that an agreement has been entered into with an MLS participant shall not preclude or inhibit any other MLS participant from entering into a similar agreement after the expiration of the prior agreement.

Section 18.7 The fact that a prospect has retained an MLS participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS participants from seeking such prospect's future business.

Section 18.8 MLS participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Section 18.9 When MLS participants are contacted by the client of another MLS participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Section 18.10 MLS participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed

specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS participants.

Section 18.11 MLS participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

Section 18.12 MLS participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease.

Section 18.13 On unlisted property, MLS participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

Section 18.14 MLS participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Section 18.17 MLS participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made.

Section 18.18 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

Section 18.19 Participants, users, and subscribers, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

Section 18.20 MLS participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

Section 18.21 MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

Section 18.22 MLS participants shall present a true picture in their advertising and representations to the public, including Internet content posted, images, and the URLs and domain names they use, and participants may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites
- b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic
- d. present content developed by others without either attribution or without permission
- e. mislead consumers, including use of misleading images.

Section 18.23 The services which MLS participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

MLS participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.