

Iron County Board of REALTORS®
Multiple Listing Service Rules & Regulations (5-2021)
Adopted April, 2023



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SECTION 1 - LISTING PROCEDURES

Section 1 - Listing Procedures

Listings of real or personal property of the following types, which are listed subject to a real estate Broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service, and are taken by Participants on *Exclusive Right to Sell* or *Exclusive Agency* forms shall be delivered to the Multiple Listing Service within 4 Days after all necessary signatures of Seller(s) have been obtained:

- (a) single family homes for sale or exchange
- (b) vacant lots and acreage for sale or exchange
- (c) two-family, three-family, and four-family residential buildings for sale or exchange
- (d) commercial and investment property for sale or exchange

NOTE: The Multiple Listing Service shall not require a Participant to submit Listings on a form other than the form the Participant individually chooses to utilize provided the Listing is of a type accepted by the Service, although a property data form may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

- A. May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants
- B. Assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller)

The Multiple Listing Service shall accept Exclusive Right to Sell Listing Contracts and Exclusive Agency Listing Contracts, and may accept other forms of agreement which makes it possible for the Listing Broker to offer compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both.

The Listing Agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service.

The different types of Listing Agreements include:

- (a) Exclusive Right to Sell
- (b) Exclusive Agency

The Exclusive Right to Sell Listing is the conventional form of Listing submitted to the Multiple Listing Service in that the Seller authorizes the Listing Broker to cooperate with and to compensate other Brokers.

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

NOTE: A Multiple Listing Service does not regulate the type of Listings its members may take. This does not mean that a Multiple Listing Service must accept every type of Listing. The MLS shall decline to accept open Listings (except where acceptance is required by law) and net Listings, and it may limit its service to Listings of certain kinds of property. But, if it chooses to limit the kind of Listings it will accept, it shall leave its members free to accept such Listings to be handled outside the Multiple Listing Service.

Section 1.01 – Clear Cooperation

Within one (1) business day of marketing a property to the public, the Listing Broker must submit the Listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 11/19)

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

Section 1.1 -TYPES OF PROPERTIES

The following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participants option provided, however, that any Listing submitted is entered into within the scope of the Participant’s licensure as a Real Estate Broker.

Residential Existing	Multi-Family
Residential Under Construction	Land/Lots
Residential New Construction	Commercial/Industrial
To Be Built	Water/Mineral Rights

Section 1.1.1 - Residential “Under Construction” Listing

- a. Building Permit Number is required.
- b. Construction has commenced.

Section 1.1.2 – “To Be Built” Listing

To identify the Listing as a property “TO BE BUILT” the listing agent will be responsible for supplying the following information:

- a. Only 1 Listing per plan is permitted.
- b. An elevation picture of the plan must accompany the Listing.
- c. Engineered Plans and Spec Sheet shall be included in the document section/tab.
- d. The primary photo shall be an artist rendering of said home.
- e. Listing must have a street address.
- f. The “Remarks” section of the Listing must clearly explain that this home is not already constructed. If there are other plans available from the builder, the agent may note this in this section.
- g. To Be Built Listings can only be added to the MLS if the lot cannot be purchased separately; the lot and home must be purchased together.
- h. Price shall include the complete package as advertised (lot, home, and all permits and fees).
- i. Seller/Builder shall be prepared to pull a permit and finance the building. Listing is not permitted if the owner/builder cannot or is not prepared to finance and pull permits. Buyer is not expected to get construction financing.
- j. All required fields must be completed.
- k. Within 3 business days of a signed REPC on a plan Listing the agent is responsible for confirming the Listing information on the MLS and the signed REPC match. Any changes the Buyer makes, which deviates from the original Listing, must be updated. This includes the type. The address of the Listing will ALWAYS remain the same. However, all other fields, including the “Features” fields must be changed to correctly match the REPC.

EXAMPLE: Buyer purchases a lot located at 123 Palace View Drive. The original lot/plan Listing has this lot matched with “Plan A” for \$80,000. However, Buyer wants “Plan C” which is \$200,000, and a much larger home with more amenities. The agent must change each field of the original \$80,000 Listing to reflect the change from “Plan A” to “Plan C” for the purchase price of \$200,000. This information must be submitted and changed on the MLS within 3 business days of the signed REPC.

It is imperative this information is correct at the time of closing. Otherwise, our appraisal and statistical information is incorrect in the Multiple Listing Service. If our information is incorrect we are doing the appraisers a disservice, which in turn has an adverse effect on REALTORS and the correct appraisal of property in our area.

Section 1.1.3 – New Developments

Developments and/or Subdivisions that are being marketed, as defined by the Clear Cooperation Policy, by a Member of the Iron County MLS, must submit at least one (1) Listing in the Subdivision or Development to the MLS. It is required for Lot Subdivisions to submit at least one (1) Lot Listing to the MLS. Residential or “To Be Built” Subdivisions must submit at least one (1) Listing of a Plan that is available to the MLS. This requirement includes Coming Soon and Taking Reservation Developments. This Rule will help provide the necessary information for all MLS Members to cooperate.

Section 1.1.4 - Listings Subject to Rules and Regulations of the Service

Any Listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the Seller(s).

Section 1.2 - Detail on Listings Filed with the Service

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. A Listing Agreement or property Data Input Form, when filed with the Multiple Listing Service by the Listing Broker, shall be complete and accurate in every detail which is ascertainable as specified on the property Data Form.

- (a) Listing Agreements and property Data Input Forms must define a starting and ending date. Listings must be added to the MLS with the date stated on the Data Input Form. The date must not exceed 14 days from the executed Listing Agreement. If the Listing is to be added later than 14 days from the fully executed Listing Agreement, an Addendum to the Listing Agreement must be included with an explanation of why the Listing is being held from the MLS and a specific starting date. This Rule must still comply with the Clear Cooperation policy.
- (b) The Multiple Listing Service requires, as a matter of local discretion, the submission of a reasonable number of different photographs (not fewer than 3) or other graphic representations that accurately depict listed property except where Sellers expressly direct that photographs of their property do not appear in MLS compilations.

“Team Names” or “Group Names” may not be used to represent Buyers or Sellers in the MLS. Only the Licensed Agent’s name may be used to represent the agency relationship in the database.

Section 1.3 - Exempt Listings

If the Seller refuses to permit the Listing to be disseminated by the Service, the Participant may then take the Listing (“Office Exclusive”) and such Listing shall be filed with the Service but not disseminated to the Participants. Filing of the Listing should be accompanied by certification signed by the Seller that does not desire the Listing to be disseminated by the Service.

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

Section 1.4 - Change of Status of Listing & Reporting Changes to the Service

Upon a fully accepted contract, the status must change to “Pending” based on the definitions listed in Section 1.4.1 – Status Definitions

Closed Status should be updated within 3 business days after Closing has occurred. If negotiations were carried on under Section 2(a) or (b) hereof, the cooperating Broker shall report the status changes to the Listing Broker within 1 business day after occurrence and the Listing Broker shall report them to the MLS within 1 business day after receiving notice from the cooperating Broker.

Any other change in the status of the listing agreement shall be filed with the service within 1(one) business day after the occurrence of the change. Change in status is defined as:

- A. Any change in the listed price or other change in the original listing agreement which has been authorized in writing by the Seller, or
- B. A deadline date in the contract has passed, including; the ‘pended’ status date without closing, or the settlement deadline without closing. When these dates pass, the contract should be updated by addendum and the Service updated. (See Section 1.10 regarding expiration of listings.)

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

Section 1.4.1 - Status Definitions

Active: All Listings start out as ACTIVE. The property has been listed and at least the minimum required fields of data have been input in the MLS database. The home is now available for showing and accepting offers.

Pending: A Buyer has presented an offer and the Seller has conditionally accepted the offer. The REPC will govern the process until Settlement and Closing.

Closed: All conditions of the REPC have been met, papers have been signed by all parties and Closing has occurred. Closing is generally defined by the disbursement of funds and the recording of deeds by the title company. Ownership of the property has now legally transferred.

Canceled: The Listing Agreement is no longer valid, and the property has been removed from Active status.

Expired: The time frame a Brokerage has agreed to market and sell a property as defined in the Listing Agreement has now lapsed. At the Seller’s discretion, they may extend the listing period, or they may re-list the property with another Brokerage as a NEW Listing.

Withdrawn: Temporary and/or conditional removal of the listed property from Active status. Withdrawn Listings are NOT Active and are not represented as available for showings.

Accepting Backup Offers: Anytime an offer is accepted by a Seller and the Seller wants to continue to actively market and show their Listing. A Buyer can submit an offer and execute a Backup Offer Addendum. The Backup Offer will then be in second position.

Section 1.4.2 – Required Verbiage for Time Clause Contingency

Listings with an ACCEPTED OFFER that includes a Time Clause Contingency or Condition, may stay ACTIVE as long as it is clearly stated in the Public Remarks Section, with the following required verbiage, “Property is Pending ‘Under Contract’ with a Time Clause Contingency”.

Section 1.4.3 - Status Change as a Result of Short Sale

Within 1 business day from the date Seller enters into an accepted and enforceable REPC, the Listing Brokerage shall change the status of the Listing from ACTIVE to PENDING. However, if the REPC stipulates or permits the Seller to solicit and accept additional offers in a back-up position, the status in the MLS can remain Active, but must reflect that the OFFER IS UNDER REVIEW in the Public Remarks Section of the MLS. Any additional notes of clarification should be added to the Public Remarks Section of the MLS. All changes are required to be made within 1 business day of determination.

Section 1.4.3.1 - Short Sale Status Definitions

Active: All Listings start out as ACTIVE. The property has been listed and at least the minimum required fields of data have been input in the MLS database. The home is now available for showing and accepting offers.

Additionally, it is required to disclose in the Public Remarks section if the Seller’s OFFER IS UNDER REVIEW or if the Seller has an ACCEPTED OFFER but is seeking backup offers.

NOTE - The Remarks Section should be utilized to communicate additional relevant information relative to the current status of the listed property.

Section 1.5 - Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the Multiple Listing Service by the Listing Broker before the expiration date of the Listing Agreement, provided notice is filed with the Service, including a copy of the agreement between the Seller and the Listing Broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a Listing without the Listing Broker’s concurrence. However, when a Seller(s) can document that his exclusive relationship with the Listing Broker has been terminated, the Multiple Listing Service may remove the Listing at the request of the Seller.

Section 1.6 - Contingencies Applicable to Listings

Any Contingency or Conditions of any term in a Listing shall be specified and noticed to the Participants. If a Time Clause Contingency is in place, this must be disclosed in the Public Remarks Section.

Section 1.7 - Listing Price Specified

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

Section 1.8 - Listing Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the Listing and on the property Data Form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

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

The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

Section 1.10 - Expiration of Listings

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

If notice of renewal or extension is received after the Listing has been removed from the compilation of current Listings, the extension or renewal will be published in the same manner as a new Listing. Extensions and renewals of Listings must be signed by the Seller(s) and filed with the Service.

Section 1.11 - Termination Date on Listings

Listings filed with the Service shall bear a definite and final termination date, as negotiated between the Listing Broker and Seller.

Section 1.12 – Service Area

Only Listings of the designated types of property located within the service area of the MLS in the State of Utah are required to be submitted to the Multiple Listing Service.

Section 1.13 - Listings of Suspended Participants

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

Section 1.14 - Listings of Expelled Participants

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

If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board MLS is not obligated to provide MLS service, including continued inclusion of the expelled Participant's Listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's Listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 1.15 - Listings of Resigned Participants

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

Section 1.16 - Property Address (NAR Section 1.16 and NAR-MLS Policy Statement 8.8)

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

with the MLS must include a legal description of the property sufficient to describe its location. This information shall be available to participants and subscribers at the time of filing.

Section 1.17 - Participant as Principal

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the Listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the Listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

Section 1.18 - When use of non-approved REPC is required by seller

When Owner/Seller requires offers be presented on a contract other than the Division/UAR Approved REPC or NC REPC, this fact must be disclosed in the Private Remarks on the MLS.

SECTION 2 - SELLING PROCEDURES

Section 2 - Showings and Negotiations

Appointments for showings and negotiations with the Seller for the purchase of listed property filed with the Multiple Listing Service shall be conducted through the Listing Broker, except under the following circumstances:

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

Section 2.1 - Presentation of Offers

The Listing Broker must make arrangements to present all offers as soon as possible or give the cooperating Broker a satisfactory reason for not doing so.

Section 2.2 - Submission of Written Offers

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

Participants representing Buyers or Tenants shall submit to the Buyer or Tenant all offers and counteroffers until acceptance and shall recommend that Buyers and Tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

Section 2.3 - Right of Cooperating Broker in Presentation of Offer

The cooperating Broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the Seller or Lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the Seller or Lessor and the Listing Broker. However, if the Seller or Lessor gives written instructions to the Listing Broker that the cooperating Broker not be present when an offer the cooperating Broker secured is presented, the cooperating Broker has the right to a copy of the Seller's instructions. None of the foregoing diminishes the Listing Broker's right to control the establishment of appointments for such presentations. Where the cooperating Broker is not present during the presentation of the offer, the cooperating Broker can request in writing, and the Listing Broker must provide, written affirmation stating that the offer has been submitted to the Seller, or written notification that the Seller has waived the obligation to have the offer presented.

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

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

Section 2.6 - Reporting Resolutions of Contingencies

The Listing Broker shall report to the Multiple Listing Service within 1 business day that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled.

Section 2.7 - Advertising of Listing Filed with the Service

A Listing shall not be advertised by any Participant other than the Listing Broker without the prior consent of the Listing Broker.

Section 2.8 - Reporting Cancellation of Pending Sale

The Listing Broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the Listing shall be reinstated immediately.

Section 2.9 - Disclosing the Existence of Offers

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

Section 2.10 - Availability of Listed Property

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

Section 2.11 - 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 3 - REFUSAL TO SELL

Section 3 - Refusal to Sell

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

SECTION 4 - PROHIBITIONS

Section 4 - Information for Participants Only

Any Listing filed with the Service shall not be made available to any Broker or firm not a Member of the MLS without the prior consent of the Listing Broker.

Section 4.1 - "For Sale" signs

Only the "For Sale" sign of the Listing Broker may be placed on a property.

Section 4.2 - "Sold" signs

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

Section 4.3 - Solicitation of Listing Filed with the Service

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

NOTE: This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This section is intended to encourage Sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to the expiration of the Listing, by Brokers and salespersons seeking the Listing upon its expiration. Without such protection, a Seller could receive hundreds of calls, communications, and visits from Brokers and salespersons who have been made aware through MLS filing of the date the Listing will expire and desire to substitute themselves for the present Broker.

This section is also intended to encourage Brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the Seller to breach the Listing Agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, Listing Brokers would be most reluctant to generally disclose the identity of the Seller or the availability of the property to other Brokers.

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

Section 4.5 - Services Advertised as “Free” (NAR-MLS Policy Statement 8.4)

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

Section 4.6 - Non-filtering of listings (NAR-MLS Policy Statement 8.5)

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

SECTION 5 - COMMISSIONS

Section 5.1 - Listing Broker’s obligations regarding commission/compensation

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

Section 5.2 - Requirements of offers of compensation through the MLS

In filing a property with the Multiple Listing Service of a Board of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each Listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each Listing is necessary because the

cooperating Broker has the right to know what his compensation shall be prior to his endeavor to sell. The compensation specified on Listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirement by a Board Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the Listing Broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

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

Section 5.3 - Listing Broker has right to determine amount of compensation offered

The Listing Broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different.

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

Section 5.4 - MLS Board may not require disclosure of commission

The Board Multiple Listing Service shall not have a rule requiring the Listing Broker to disclose the amount of total negotiated commission in his Listing Contract, and the Board Multiple Listing Service shall not publish the total negotiated commission on a Listing which has been submitted to the MLS by a Participant. The Board Multiple Listing Service shall not disclose in any way the total commission negotiated between the Seller and the Listing Broker.

Section 5.5 - Listing Broker may adjust compensation, with notice to participants

The Listing Broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any Listing by advance published notice to the Service so that all Participants will be advised.

Section 5.6 - MLS shall make no rule regarding division of commissions

The Multiple Listing Service shall make no rule on the division of commissions between Participants and Nonparticipants. This should remain solely the responsibility of the Listing Broker.

Section 5.7 - Compensation may be modified by mutual agreement

Nothing in these MLS Rules precludes a listing Participant and a cooperating Participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

Section 5.8 - MLS must give ability to disclose potential short sale

Multiple Listing Services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these Rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the Seller does not bring sufficient liquid assets to the closing to cure all deficiencies.

Section 5.9 - Disclosing Potential Short Sales

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale where the Seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other Participants and Subscribers. When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the Listing Contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants. All confidential disclosures and confidential information related to short sales, if allowed by local Rules, must be communicated through dedicated fields or confidential “remarks” available only to Participants and Subscribers.

Section 5.10 - Dual or Variable Rate Commission Arrangements

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

Section 5.11 - Display of Listing Broker’s Offer of Compensation (NAR Section 5.4 and NAR-MLS Policy Statement 8.8)

MLSs must include the listing broker’s offer of compensation for each active listing displayed on its consumer-facing website(s) and in MLS data feeds provided to participants and through IDX and VOX displays or through any other form or format provided to clients and consumers. The information about the offer of compensation must be accompanied by a disclaimer stating that the offer is made only to participants of the MLS where the listing is filed.

Section 5.7 - When commissions reduced by court order

Listing Brokers shall communicate to potential cooperating Brokers that gross commissions established in Listing Contracts are or may be subject to court approval or to lender approval; and that compensation payable to cooperating Brokers may be reduced if the gross commission established in the Listing Contract is reduced by a court or by a lender. In such instances, the fact that the gross commission is subject to court or to lender approval and either the potential reduction in compensation payable to cooperating Brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating Brokers prior to the time they submit an offer that ultimately results in a successful transaction.

SECTION 6 - SERVICE CHARGES

Section 6 - Service Fees and Charges

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

Initial Participation Fee: An applicant for participation in the Service shall pay an application fee in such an amount as established annually by the Board of Directors with such fee to accompany the application.

Recurring Participation Fee: The annual participation fee of each Participant shall be an amount equal to such an amount as established annually by the Board of Directors times each salesperson and licensed or certified appraiser who has access to and use of the service, whether licensed as a Broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participants. Payment of such fees shall be made on or before the first day of the fiscal year of the Multiple Listing Service. Fees shall be prorated on a monthly basis for new members only.

However, MLS must provide Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the Principal Broker participates. MLSs may, at their discretion, require that Broker Participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. (MLS Policy Statement 7.42/7/43 - As of 2019, this does not apply to the way ICBOR works.)

Optional: It is a matter of agreement between the Listing and Selling Brokers, whether the cooperating Broker will or will not reimburse the Listing Broker for the listing fee. The Multiple Listing Service shall not be concerned because this is an arrangement between cooperating Brokers, and the Multiple Listing Service rules do not dictate the compensation offered to cooperating Brokers by the Listing Broker.

SECTION 7 - COMPLIANCE WITH RULES

Section 7 - Compliance with Rules - Authority to Impose Discipline

By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the Rules and Regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these Rules, impose discipline for violations of the Rules and other MLS provisions. Discipline that may be imposed may only consist of one or more of the following:

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

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

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

Section 7.1 – Actions for Non Compliance with Rules

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

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

(c) a warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the Rules and Regulations of the Multiple Listing Service. Although the Committee shall have the discretion to direct the imposition of sanctions for violations of the Rules, Members agree that a penalty for each violation of the Rules as stated on the Fine Schedule is a reasonable amount. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the Rules and Regulations of the service.

Section 7.2 - Applicability of Rules to Users and/or Subscribers

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

Section 7.2.1 - Unauthorized Use of MLS Login

Participants of the MLS may not share or give their MLS login credentials to anyone, be it a secretary, licensed or unlicensed assistant or any other entity.

Section 7.3 - Data Entry Rules & Procedures

The following Rules and procedures have been established to ensure the accuracy and integrity of the listing data:

- Listing Agent is responsible for obtaining the listing data and is responsible to see that the data is input completely and accurately.
- Exclusive Right to Sell Listing Agreements and Data Input Forms must define a starting and ending date.
- Listings must be added to the MLS with the date stated on the Data Input Form. The date must not exceed 14 days from the executed Listing Agreement. If the Listing is to be added later than 14 days from the fully executed Listing Agreement, an Addendum to the Listing Agreement must be included with an explanation of why the Listing is being held from the MLS and a specific starting date. A copy of the Addendum must be given to the MLS Administrator. This Rule must still comply with the Clear Cooperation Policy.
- A large number of "required fields" have been determined by the MLS Committee and are identified on the data entry forms. A minimum of 3 photographs of the subject property is included in the list of "required fields." ("Water Shares" is exempted from the 3-photograph requirement.) Additionally, the "Owners name" is a required field unless the owner has requested in writing that their name not be made public in the MLS. This written request must be filed with the MLS Administrator and made available for other inquiring agents. (Bank Owned/REO properties are exempted from this requirement)

- Agent, Brokerage, or Mortgage Broker names and contact information is strictly prohibited in the “public remarks” section of the MLS. Additionally, any agent name or contact information i.e., a FOR SALE SIGN in the yard, may not be visible in any of the photographs displayed in the MLS. All owner contact information must be reserved for display in the “private remarks” section.
- Any real estate licensee who is not a REALTOR Member of the Iron County Board of REALTORS® (Primary, Secondary, MLS Only), may not have their name or contact information included in the MLS database. This exclusion extends to both the “Public Remarks” and the “Private Remarks” sections of the MLS as well as all other areas where listing information is noted.
- Agents who receive an “Error Report” will have 3 business days to correct the alleged deficiency. Failure to cure the error within said 3 business day period will result in a fine and may result in the suspension of the Agents access to the MLS until such time that the problem is addressed to the satisfaction of the MLS Administrator. However, prior to suspension, Sections 9 and 9.1 shall apply.
- Listing and Sold information, after the property has been reported to the MLS as “SOLD”, may not be modified or deleted unless the Broker of the Listing Brokerage deems the information to be incomplete, in error, or if there was a previously established agreement between the Seller and the Listing Brokerage not to include this information in the MLS. If the SOLD price is to be withheld from the MLS, a signed request from both the Seller and Buyer must be submitted to the Board Office, and explained on the MLS that said request has been filed with the Board Office. The “Listing Information” and the “Sold Information” may not be removed from the MLS for any purpose. Any violation of this provision shall be subject to the following actions: (a) agent and Broker will be advised of the infraction and will have 3 business days to cure, (b) failure to do so within the prescribed time frame may result in the suspension of all MLS privileges for the Broker and all subscribers associated with Broker’s license until rectified.
- A Listing with an accepted offer that includes a Time Clause Contingency, may remain Active, but shall clearly disclose any Time Clause Contingency or Condition in the Public Remarks Section.
- The MLS e-mail program shall not be used for purposes other than the promotion of Listings or Buyer’s needs. An “agency relationship” must be in place between the Agent and the Buyer or Seller prior to the broadcast e-mail dissemination. Prohibited uses include, but are not limited to, the following: Broker recruiting, the sale of personal property, pocket listings, promotional seminars (unless approved by the appropriate committee).

Section 7.42 – Jurisdiction of Association Multiple Listing Services

The service area of multiple listing services owned and operated by associations of REALTORS is not limited to the jurisdiction of the parent association of REALTORS. Rather, associations are encouraged to establish multiple listing services that encompass natural market areas and to periodically reexamine such boundaries to ensure that they encompass the relevant market area. While associations are encouraged to work cooperatively to establish market area multiple listing

services, the absence of such an agreement shall not preclude any association from establishing and maintaining a multiple listing service whose service area exceeds that of the parent association jurisdiction. _MLSs may not require other offices of a firm to participate in the MLS if any office of that firm participates in that MLS.

Section 7.43 – Waiver of MLS Fees, Dues, and Charges

Recurring MLS fees, dues, and charges may be based upon the total number of Real Estate Brokers, Sales Licensees, and Licensed or Certified Real Estate Appraisers affiliated with or employed by an MLS participant. However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any Licensee or Licensed or Certified Appraiser who can demonstrate subscription to a different MLS where the principal Broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated.

SECTION 8 - MEETINGS

Section 8 - Meetings of MLS Committee

The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Section 8.1 - Meetings of MLS Participants

The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

Section 8.2 - Conduct of the Meetings

The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

SECTION 9 - ENFORCEMENT OF THE RULES

Section 9 - Consideration of Alleged Violations

The Committee (Board of Directors) shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these Rules and Regulations, the enforcement of which is at the sole discretion of the Committee (Board of Directors).

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

Section 9.1 - Violations of Rules and Regulations

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Board in accordance with the Bylaws and Rules and Regulations of the Board of REALTORS® within 20 days following receipt of the Committee's decision.

If, rather than conducting an administrative review, the Multiple Listing Committee has a procedure established to conduct hearings, the decision of the Multiple Listing Committee may be appealed to the Board of Directors of the Board of REALTORS® within 20 days of the tribunal's decision being rendered. Alleged violations involving unethical conduct shall be referred to the Board's Grievance Committee for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of REALTORS®.

Section 9.2 - Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Committee to the Secretary of the Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board's Bylaws.

Section 9.3 – Complaints of Unauthorized Use of Listing Content

Any Participant who believes another Participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than 60 days after the alleged misuse was first identified. No Participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS Rules.

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

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

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

Section 9.4 – MLS Rules Violations

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

Section 9.5 – Requesting Information

The Committee shall have authority to request documents, reports and information from the Members to ensure compliance with the Rules. Requests shall be made to the Members through the Board's Association Executive. All requests made hereunder shall be satisfied within 3 days from the date of the request. Additional time may be given by the Committee in cases of exigent circumstances. Requests made hereunder may be made with or without suspicion of a violation of the Rules.

SECTION 10 - CONFIDENTIALITY OF MLS INFORMATION

Section 10 – Confidentiality of MLS Information

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

Section 10.1 - MLS Not Responsible for Accuracy of Information

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

Section 10.2 - Information to be released upon request

An MLS shall, if requested by a participant, provide basic downloading of all MLS non-confidential listing data, including, without limitation, address fields, listing types, photographs, and links to virtual tours. Confidential Data includes only that which participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in Section 17.9 and 17.23 of this policy, provided that sales prices may be deemed confidential and withheld from display.

Section 10.3 - Non-Disclosure of Sales Data

When the buyer and seller have agreed that the sales data of the property shall not be disclosed to the public, the agreement shall be made in writing by addendum to the contract and signed by both the buyer and the seller. The participant shall present this written agreement to the Iron County Board of REALTORS® at least 1 (one) business day prior to closing the sale. The written agreement shall be stored at the Iron County Board of REALTORS® office.

SECTION 11 - OWNERSHIP OF MLS COMPILATION AND COPYRIGHT

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

Section 11- Submitting Listing Information

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

Each Participant who submits listing content to the MLS agrees to defend and hold the MLS and every other Participant harmless from and against any liability or claim arising from any inaccuracy

of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content.

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

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

To qualify for this safe harbor, the OSP must:

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

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512

Section 11.1

All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Iron County Board of REALTORS® and in the copyrights therein, shall always remain vested in the Iron County Board of REALTORS®

Section 11.2

Each Participant shall be entitled to lease from the Iron County Board 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.

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

SECTION 12 - USE OF COPYRIGHTED MLS COMPILATION

Section 12 - Distribution

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

Section 12.1 - Display

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

Section 12.2 - Reproduction

Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances; Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable* number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participant or their affiliated licensees, be interested.

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

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

interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to Participants for real estate Brokerage purposes must also be available to Participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose.

Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

SECTION 13 - USE OF MLS INFORMATION

Section 13 - Limitations on Use of MLS Information

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

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

Based on information from the Iron County Board of REALTORS®

Multiple Listing Service for the period _____ (date) through _____ (date).

Section 13.1 - Statistical Reports (NAR 7.3)

MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate brokerage, management, appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS® who do not participate in the MLS may be included in the price charged for such information. Any information provided may not be transmitted, retransmitted, or provided in any manner to any individual, office, or firm, except as otherwise authorized in the MLS rules and regulations.

MLSs may, as a matter of local determination, provide statistical reports, sold information, and other informational reports derived from the MLS to government agencies. MLSs may, as a matter of local discretion, require that such agencies (or representatives of such agencies) hold an appropriate form of membership in the MLS or in the association of REALTORS® as a condition of such access.

Section 13.2 - One Data Source

MLSs must offer a participant a single data feed in accordance with a participant's licensed authorized uses.

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

Section 13.3 - Brokerage Back Office (BBO) Feed (NAR-MLS Policy Statement 8.7)

That participants are entitled to use, and MLSs must provide to participants, the BBO (Brokerage Back Office) Data, for BBO Use subject to the Terms below:

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

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

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

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

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

“Terms” mean the following:

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

SECTION 14 - CHANGES IN RULES AND REGULATIONS

Section 14 - Changes in Rules and Regulations

Amendments to the Rules and Regulations of the Service shall be by a simple majority vote of the Members of the Multiple Listing Service Committee, subject to approval by the Board of Directors of the Iron County Board of REALTORS®.

SECTION 15 - ORIENTATION

Section 15 - Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than two (2) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within 90 days after access has been provided.

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

SECTION 16 - INTERNET DATA EXCHANGE (IDX)

Section 16 - IDX Defined

IDX affords MLS Participants the ability to authorize limited electronic display of their Listings by other Participants.

Section 16.1 - Authorization

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

Section 16.2 - Participation (NAR 7.85)

Participation in IDX is available to all MLS Participants who are REALTORS® and who consent to display of their Listings by other Participants. To comply with this requirement MLSs must, if requested by a participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

*Note: If "sold" information is not publicly accessible, display of sales price may be prohibited. "Publicly accessible" sold information as used in IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records. MLSs maintained by the MLS starting January 1, 2012.

Section 16.2.1 Participant notice of intention to display data

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

Section 16.2.2 Data may not be used for other purposes

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

Section 16.2.3 Address display

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

Section 16.2.4 Listings selection based on objective criteria (NAR 18.2.4)

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown,” etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of Listing (e.g., Exclusive Right-to-Sell or Exclusive Agency). Selection of Listings displayed through IDX must be independently made by each Participant.

Section 16.2.5 MLS downloads refreshed every 12 hours

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads no less frequently than every 12 hours.

Section 16.2.6 IDX Information cannot be distributed

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

Section 16.2.7 IDX Display must identify name of brokerage

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

Section 16.2.8 Features disabled at request of seller

Any IDX display controlled by a Participant or Subscriber that:

- a. allows third parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or disabled 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 16.2.9 Participants to maintain means to receive comments

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 16.2.10 Participants may co-mingle with other brokerage feeds

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

Section 16.2.11 Participants shall not manipulate information on other’s listings

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 the MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section 16.3 - Display

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

Section 16.3.1 Listings to contain only fields designated by the MLS (NAR 18.3.1)

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

Section 16.3.2 Identification of listing firm to be in prominent location (NAR 18.2.12)

All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 16.3.3 Others who may display information on IDX

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

Section 16.3.4 All listings shall identify the MLS as the source of information

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

Section 16.3.5 Required disclaimers

Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS.

The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 16.3.6 Data which can be retrieved by consumers

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

Section 16.3.7 Right to display other participant's listings

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

Section 16.3.8 Listings obtained from other sources

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

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

Section 16.3.9 Display of expired, withdrawn listings prohibited (NAR 18.3.12)

Display of expired and withdrawn listings is prohibited. (Amended 11/15)

Section 16.3.10 Display of seller's or occupants name prohibited

Display of Seller's and/or Occupant's name(s), phone number(s), and email addresses is prohibited.

Section 16.3.11 Security protection required on websites and displays

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

Section 16.3.12 Participants to maintain an audit trail for their website

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

Section 16.3.13 Deceptive or misleading advertising prohibited

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

ARTICLE 17 - VIRTUAL OFFICE WEBSITES (VOWs)

Section 17 - VOW Defined

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 the 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.

(a) 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 Virtual Office Websites, whether operated by a Participant, by a non-principal Broker or sales licensee, or by an "Affiliated VOW Partner" (AVP) on behalf of a Participant.

(b) "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 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.

(c) 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 17.1 Right of Participant’s VOW to display MLS Information

(a) The right of a Participant’s VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW policy and these Rules, a Participant’s VOW including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., “Internet Data Exchange” (IDX).

(c) Except as otherwise provided in the VOW policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose Listings will be displayed on the participant’s VOW.

Section 17.2 Steps before permitting consumers to search VOW

(a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the Participant must take each of the following steps:

i. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by 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 a valid e-mail address for each Registrant. The Participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.

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

(b) The Participant must assure that each Registrant’s password expires on a certain date but may provide for renewal of the password. The Participant must always maintain a record of the name, e-mail address, username, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the

Registrant's password.

(c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:

- i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant
- ii. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
- iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
- iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
- v. That the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database

(e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation of the Registrant or creating representation of the Registrant by the Participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The terms of use agreement shall also expressly authorize the MLS and other MLS Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS Rules and monitoring display of Participants' Listings by the VOW. The agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 17.3 Participants VOW must display contact information

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

Section 17.4 Participant’s VOW must try to stop unauthorized uses of information

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

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

Section 17.5 Seller opt-out for display of address

(a) A Participant’s VOW shall not display the listings or property addresses of any Seller who has affirmatively directed the Listing Broker to withhold the Seller’s Listing or property address from display on the Internet. The Listing Broker shall communicate to the MLS that the Seller has elected not to permit display of the Listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as e-mail, fax, or otherwise, the Listings of Sellers who have determined not to have the Listing for their property displayed on the Internet.

(b) A Participant who lists a property for a Seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the Seller to execute a document that includes the following (or a substantially similar) provision:

<p>Seller Opt-out Form</p> <p>1. Check one.</p> <p>a. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.</p> <p>b. <input type="checkbox"/> 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.</p> <p>2. I understand and acknowledge that 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.</p> <p>_____ Initials of Seller</p>

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

Section 17.6 VOW may allow third parties to write comments & post estimated values

(a) Subject to Subsection b., below, a Participant's VOW may allow third parties:

- i. to write comments or reviews about particular Listings or display a hyperlink to such comments or reviews in immediate conjunction with particular Listings, or
- ii. to display an automated estimate of the market value of the Listing (or hyperlink to such estimate) in immediate conjunction with the Listing.

(b) Notwithstanding the foregoing, at the request of a Seller, the Participant shall disable or discontinue either or both of those features described in Subsection (a) as to any Listing of the Seller. The Listing Broker or agent shall communicate to the MLS that the Seller has elected to have one or both of these features disabled or discontinued on all Participant's 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 17.7 Participants to correct false information within 2 days

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 2 days following receipt of a communication from the Listing Broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 17.8 MLS listing information to be refreshed every 3 days

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

Section 17.9 No MLS listing information to be distributed

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

Section 17.10 VOW must display participant's privacy policy

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

Section 17.11 VOW selection must be based on objective criteria (NAR 19.12)

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

Section 17.12 VOW must inform MLS of intent to display MLS information

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

Section 17.13 Participants may operate more than one VOW through an AVP

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 VOW's 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 17.14 Items which may not be displayed on participant's VOW (NAR 19.15)

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

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

NOTE: If sold information is publicly accessible in the jurisdiction of the MLS, Subsection 17.14f. must be omitted.

Section 17.15 Participant shall not change content of MLS listing on VOW

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 information fields.

Section 17.16 'Deemed reliable' statement to be placed on VOW

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

Section 17.17 Listings on VOW must display name of Listing Firm or Brokerage (NAR 19.18)

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

NOTE: Adoption of sections 17.18 through 17.22 is at the discretion of the MLS. It is not required that equivalent requirements be established related to other delivery mechanisms.

Section 17.18 Participant's passwords to be changed every 90 days

A Participant shall require that Registrants' passwords be reconfirmed or changed every ninety (90) days.

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

Section 17.19 Participant may display advertising on VOW

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

Section 17.20 Participant must identify source of listings obtained from other sources

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

Section 17.21 Participants and AVPs must execute MLS license agreement

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

Section 17.22 Seller's directive to withhold address to be given to the MLS

Where a seller affirmatively directs his or her Listing Broker to withhold either the Seller's Listing or the address of the Seller's Listing from display on the Internet, a copy of the Seller's affirmative direction shall be provided to the MLS within 2 (two) business days.

Section 17.23 Requirements that MLSs may impose on the operation of VOWs and Participants (NAR 7.91 IV) (Also see Section 17.14)

1. An MLS may impose any, all, or none of the following requirements on VOWs, but may impose them only to the extent that equivalent requirements are imposed on participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms.
 - a. A participant's VOW may not make available for search by or display to Registrants

the following data, intended exclusively for other MLS participants and their affiliated licensees:

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

Appendix 1:

SELLER INTERNET DISPLAY CHOICE FORM

- 1. I have been advised by _____ that, if I select him or her to represent me in the sale of my property, my listing will not be displayed to buyers searching for properties on Internet Websites operated by other Brokers in my community.**

Initials of Seller

- 2. I have been advised by _____ that I can choose to include my property among those that may be displayed to buyers searching for properties on Internet Websites operated by other Brokers in my community.**

Initials of Seller

- 3. Seller should circle one of the following:**

(a) I choose to have information about my property be available for display on other Brokers' Internet Websites.

(b) I choose not to have information about my property be available for display on other Brokers' Internet Websites.

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DEFINITION OF TERMS:

AVP Affiliated VOW Partner
BBO Brokerage Back Office
CRM Customer Relationship Management
IDX Internet Data Exchange
MLS Multiple Listing Service
NAR National Association of Realtors
UAR Utah Association of Realtors
VOW Virtual Office Website

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