

# TENNESSEE/VIRGINIA REGIONAL MLS RULES AND REGULATIONS

**Updated 3/24/2022**

***Rules and Regulations for the TN/VA Regional MLS, Inc., (amended 3/24/2022) shown herein, as set forth in the BYLAWS of the TN/VA Regional MLS, Inc., (amended 1/18/2021)***

The use of “PARTICIPANT” is defined and described in BYLAWS, Article 4,9 [A] and “SUBSCRIBER,” is defined and described in BYLAWS, Article 4,9 [D].

***M= Mandated***

## **1. LISTING PROCEDURES**

**Section 1.0: WHEN LISTINGS MUST BE ENTERED into MLS:** Listings of real property, which are listed subject to a real estate broker's license, and which are located within the territorial jurisdiction of the Bristol, TN/VA Association of REALTORS and the Northeast Tennessee Association of REALTORS, and taken by Participants as exclusive right to sell or exclusive agency listings, including rental agreements, shall be entered into the Multiple Listing Service (herein after referred to as 'MLS') within 1 (one) 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.**

Listings may only be entered in the MLS under two property types. (Updated 6/2018)

Coming Soon listings are not permitted in the TN/VA Regional MLS. (Updated 3/2021)

Entry of rentals are permitted in the MLS. (Updated 11/2019)

The address of the listing must match the U.S. Postal System or 911 Services with no additional numbers/letters. No office identifying information shall be entered in the address field of the MLS. If no postal or 911 address is not available, a lot number and/or street name may be entered; if lot number is not available, TBD or zero may be used with the street name. (Updated 3/2013) Also, directions must be provided for all MLS listings and be as explicit as possible starting at a main thoroughfare or GPS friendly. "Call for Directions" is not acceptable. (Updated 7/2018)

**Section 1.0 (a) Fine For Noncompliance With Entry Timeline:** There is an automatic \$30.00 fine for the violation of this rule. Upon the second offense there will be an automatic \$55.00 fine. (Adopted 12/2004) **See Fines: Sect. 7.2**

**Section 1.0 (b) Listings Exempted from Rule:** If Sellers are given a written disclosure explaining to Sellers the advantages they may be giving up with refusal to submit listing to MLS, Sellers may sign and date said disclosure, or other written certification, noting in writing their request that property NOT be included in the MLS listings.

**Section 1.1 PHOTOS and SKETCHES of Properties Listed:** Multiple Listing Services may, as a matter of local discretion, require submission of a reasonable number of photographs or other graphic representations that accurately depict listed property except where sellers expressly direct that photographs of their property not appear in MLS compilations. Photos or sketches of all property types shall be submitted to the MLS within 48 hours after the listing is entered into the system. Images may not be enhanced to present a less than true picture of the listed property. Examples include but not limited to adding or removing permanent or semi-permanent features (power lines, fire hydrants, landscaping elements) altering the colors or features of the property or its surrounding landscape. Agents/Brokers should be mindful of Article 12 of the REALTOR Code of Ethics, which requires that REALTORS shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, market and other representations. (Adopted 7/2016)

The primary photo must be an exterior street view photo. (Adopted 7/2016)

Effective June 1, 2008, photos or sketches are now required on all property types including land listings. New construction artist renderings may be used until time of dry in (under roof). Once construction is under roof, an updated photo is required. Final picture is due at the time of exterior completion. Renderings may be used as one of the remaining photos for MLS purposes (adopted 07/31/08). Defacing, altering or notating photos after submission is prohibited. (adopted 10/05) The use of another participant's listing photos in MLS without prior written permission is prohibited. Appraisers may use photos in MLS without permission from the participant. (adopted 5/08) **See Fines: Sect. 7.2**

**Section 1.2 WRITTEN LISTING AGREEMENTS and PROPERTY DATA FORMS** The MLS shall not require a Participant to file written, signed 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 MLS. Copies of all listing agreements, status change forms and any other documentation requested by the MLS Office or Directors shall be submitted to the MLS Office within 7 days of receipt of notice to provide such documentation.

**Section 1.2 (a):** The MLS through its legal counsel reserves the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants. And will not accept any listing which establishes a contractual relationship between the MLS and a participant's client. Maintaining accurate listing data is a critical necessity for achieving the defined purpose of the MLS. Participants and subscribers are required to submit accurate listing data and be required to correct any known errors.

**Section 1.2 (b):** The MLS through its legal counsel reserves the right to assure that no listing form filed with the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).

The MLS shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement, which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the MLS. (acting as subagents, buyer's agents or both.) The listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service.

**Section 1.2 (c):** The multiple listing service may, as a matter of local option accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Adopted 11/1992) M

### **Section 1.3: TYPES of AGREEMENTS ACCEPTED BY TN/VA MLS:**

The types of listing agreements accepted by TN/VA Regional MLS shall include the following only, unless otherwise determined in a future adoption or amendment:

#### **Section 1.3 (a) Exclusive Right to Sell**

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 he does not desire the listing to be disseminated by the service.

**NOTE 1: Section 1.3 is not required of the services does not require all property types of listings accepted by the services to be submitted by a participant to the service.**

**NOTE 2: MLS participants must distribute exempt listings within (1) business day once the listing is publicly marketed. See Section 1.0 Clear Cooperation.**

**Section 1.3 (b) Exclusive Agency Listing:** The **Exclusive Agency Listing (EAL)** also authorizes the listing broker, as exclusive agent to offer cooperation and compensation

on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. The exclusive agency listing should be clearly stated in the "Remarks #1" section of the MLS data input sheet, so as to distinguish it from the exclusive right to sell listings, since it can present 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. Symbol for Exclusive Agency listings shall be "EAL".

### **Section 1.3 (c) Rental Agreement**

#### **Section 1.4 (d) Auctions**

Entry of Auctions into the MLS is no more than 60 days prior to auction date. Must disclose absolute or reserve and in accordance with auctioneer guidelines.

Compensation must also be clearly defined, and whether or not a buyer's premium is being charged. Also, listing does NOT syndicate to other websites. Must close out listing in MLS according to our status change rule of 24 hours.

**NAR NOTE 1:** The MLS Service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** are not accepted except where required by law, because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

**NAR NOTE 2:** The TN/VA MLS does not regulate the type of listings its Members may take. This does not mean that the MLS 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 types 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 MLS.

**NAR NOTE 3:** Co-listing agents must be members of the Tennessee/Virginia Regional MLS. (Adopted: 09/2005)

**NAR NOTE 4:** Agents are to exercise diligence and ordinary care when showing property by accompanying potential buyers throughout the showing.

**Section 1.4: TYPES of PROPERTIES ACCEPTED BY TN/VA MLS:** The following are some of the **types of properties** that may be published through the MLS, including types described in the preceding paragraph that are required to be filed with the MLS and other types that may be filed with the MLS at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

- |                          |  |              |
|--------------------------|--|--------------|
| 1. Residential           | 6. Motel-Hotel                                 | 11. Auctions |
| 2. Residential Income    | 7. Mobile Homes that convey with Real Property |              |
| 3. Subdivided Vacant Lot | 8. Mobile Home Parks                           | 12. Rentals  |
| 4. Land and Farm         | 9. Commercial Income                           |              |
| 5. Business Opportunity  | 10. Industrial/Medical                         |              |

**Section 1.5 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE:** Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the MLS upon signature of the Seller(s).

**Section 1.6 DETAIL ON LISTINGS FILED WITH THE SERVICE:** A Listing Agreement or Property Data Form, when filed with the MLS by the listing broker, shall be properly completed.

**Section 1.7 CHANGE OF STATUS OF LISTING:** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the MLS within twenty-four (24) hours (except weekends, holidays and postal holidays) after the authorized change is received by the listing broker. There will be an automatic \$100.00 fine for violation of the 24-hour rule. Once agent is notified, he/she has 24 hours to change the status, or it is considered a second offense and the fine is \$250.00. (Adopted 01/2021)

**Third offense risks suspension of MLS use.**  
**See Section 7: Enforcement**

**Section 1.8 WITHDRAWAL/DELETIONS 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 listing broker which authorizes the withdrawal. A \$105.00 fine will be issued for the withdrawal and immediate reinstatement of a listing. There is a 30-day waiting period for withdrawn listings to be re-entered as new unless listed with a different agent in same office or being listed by a different firm. Listing may not be transferred back to previous agent for 30 days. Otherwise listing should appear as Back on the Market. **See Section 7: Enforcement.** (Adopted 3/2006)

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 or her exclusive relationship with the listing broker has terminated, the multiple listing service may remove the listing at the request of the seller. (Adopted 11/1996) M

**NOTE: Only Board staff has the ability to delete listings. Revised 3/2007**

**Section 1.9 CONTINGENCIES APPLICABLE TO LISTINGS:** Any contingency or the conditions of any term in a listing shall be specified and noticed to the Participants.

**Section 1.10 LISTING PRICE SPECIFIED:** The full 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. (Adopted 11/1992) M

**Section 1.11 LISTING MULTIPLE UNIT PROPERTIES:** All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When part of a listed property has been sold, proper notification should be given to the MLS.

**Section 1.12 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 Non-Participants.

**Section 1.13 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS:** Any listing filed with the Multiple Listing Service automatically expires on the dates specified in the agreement unless renewed by the listing broker and notice of renewal or extension is filed with the Service prior to expiration. Any extension or renewal of a listing must be signed by the Seller(s) and be filed with the Service. Expired listings are not allowed to be re-entered as a new listing with a new MLS number within the first thirty days after the expiration date. A violation of this rule will result in an automatic \$100.00 fine. An expired listing may be re-listed as a new listing with no waiting period, if being listed by a different agent in the same office on a new listing agreement without penalty. (Revised 10/2007)

**Section 1.14 TERMINATION DATE ON LISTINGS:** Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

**Section 1.15 JURISDICTION:** Only listings of the designated types of property located within the jurisdiction of the Bristol TN/VA Association of REALTORS, and the Northeast Tennessee Association of REALTORS are required to be submitted to the Service. Listing of property located outside the Associations jurisdiction will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. (Revised 10/95)

Membership of the TNVA Regional MLS is required if participants and subscriber's primary membership is with the Northeast TN Association of REALTORS or the Bristol TN/VA Association of REALTORS. Any firm found out of compliance will be notified and have 10 days to comply or MLS service will be suspended, and \$1000 fine will apply. Upon a second offense, MLS service will be suspended, and the fine is \$2500.

MLS is not responsible for monitoring any advertising other than that entered directly into the MLS. This includes but is not limited to social media, print media, etc.

**Section 1.16 LISTINGS OF SUSPENDED PARTICIPANTS:** When a Participant of the MLS Service is suspended from the MLS for failing to abide by a membership duty [i.e. Violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligation, (except failure to pay appropriate dues, fees or charges)], all listings currently filed with the MLS by the suspended Participant shall, at the Participants option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation with the Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients.

**Section 1.17 LISTINGS OF EXPELLED PARTICIPANTS:** When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, MLS Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges) all listings currently filed with the MLS 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 suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients. Expulsion can be up to 12 months at the discretion of the Board of Directors.

**Section 1.18 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 1.19 SELF PROMOTION:** There is no individual or company self-promotion or redirection allowed in the public comments section of the MLS or in the Virtual Tour section of the MLS. There is no self or company promotion of the videographer/photographer allowed on the virtual tour or ANY media. (Adopted 7/2016)

Only property information is allowed in the Public Comments section. There is an automatic \$100.00 fine for this violation. The second offense will be an automatic \$250.00 fine. **See Section 7: Enforcement**

**Section 1.20 SERVICES ADVERTISED AS “FREE”:** MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services.

**Section 1.21 Display of Listing Broker’s Offer of Compensation:** 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 subscribers and must permit MLS participants or subscribers to share such information through IDX and VOW 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.

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

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

## **2. SELLING PROCEDURES: (APPOINTMENTS, SHOWINGS, LOCKBOX USE, PRESENTATION and SUBMISSION of OFFERS, NEGOTIATIONS, etc.)**

**Section 2.0 APPOINTMENTS:** 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:

**Section 2.0 (a)** The listing broker gives the cooperating broker specific authority to show and/or negotiate directly in the "Remarks" section of the MLS sheet **(OR)**

**Section 2.0 (b)** When 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 2.0 (c)** If an agent or firm is excluded from showing a property, it is to be stated on the LISTING AGREEMENT ONLY. It is NOT to be stated in the remarks section of the MLS.

**Section 2.0 (d)** Agents must make appointment to show vacant properties.



**Section 2.0 (e)** ShowingTime is now provided as a member benefit and is the recommended source for making appointments. If you utilize this service, you agree to follow ShowingTime rules, terms and conditions.

**Section 2.1 DISCLOSURE OF AGENCY AT FIRST CONTACT:** The cooperating broker (subagent or buyer agent) must disclose his/her agency status to the listing broker at first contact with the listing broker (in person, by telephone or in writing).

**Section 2.2 LOCKBOX KEY USE, SECURITY and ENTRY FOR SHOWINGS:** The HOLDER of the Lock Box Key is responsible should the key come into possession of unauthorized persons as the SECURITY of the Key boxes may be compromised. Lockbox Keyholder and the unauthorized participant/subscriber shall be subject to fines and penalties set by the Board of Directors of the TN/VA Regional MLS for failing to comply with security policies established by the Board of Directors. (Adopted 4/2006; Revised 11/2006)

The Multiple Listing Service offers a common key lockbox service to the homeowner, clients of its Participants for greater accessibility to the listed property by those authorized to use the service. Multiple Listing Service subscribers attach a key lock box on a listed home for sale and the house key inside the box. Qualified keyholders use their issued Multiple Listing Service key to open the lockbox. The Multiple Listing Service key, numbered and issued only to Association members who subscribe to the Multiple Listing Service. Keyholders must digitally sign agreements as to its use and care. Only authorized subscribers of the Multiple Listing Service are authorized to use the lockbox key. A security system of the Multiple Listing Service key issuance has been developed to ensure the best possible safeguards. All keyholders pledge to abide by this security system by digitally signing the master key custody agreement and abiding by the following common key lockbox rules:

1. All appointments for showing or accessing property with a Multiple Listing Service lockbox must be scheduled through the listing broker.
2. Keyholders using the Multiple Listing Service key must remember to shut all windows, turn off all lights, and lock all doors after showing the property.
3. Keyholders will report to the listing broker the results of the showing as soon as possible.
4. Keyholders with any change in status (release, transfer, suspension or revocation) will immediately notify the Multiple Listing Service.
5. Listing brokers will notify the seller, at the time of listing, of the Multiple Listing Service Lockbox System. The seller will be asked for permission to use the Multiple Listing Service lockbox.
6. Showing and accessing keyholders will not leave company literature on the premises unless requested by the listing company.

The BROKER has 48 hours to remove the lockbox from a closed, withdrawn or expired listing or a \$100.00 will be issued. (Adopted 01/2021)

**Section 2.3 PRESENTATION OF OFFERS:** The listing broker must make arrangements to present the offer as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

**Section 2.4 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. (Approved 11/87)

**Section 2.5 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:** Cooperating participants or their representatives have the right to participate in the presentation of any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the offer by the seller or lessor and the listing broker. However, if a seller or lessor gives written instructions to a listing broker that cooperating brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers.

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. M

**Section 2.6 RIGHT OF LISTING BROKER IN PRESENTATION OF OFFER:** The Listing Broker or his representative has the right to participate in the presentation of any counteroffer made by the Seller or Lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the Purchaser or Lessee (except when the cooperating broker is a subagent), However, if the Purchaser or Lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has a right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93) M

**Section 2.7 REPORTING SALES TO THE SERVICE:** Sales shall be reported immediately to the Multiple Listing Service by the listing broker unless the negotiations were carried on under Section 2(a) or (b) hereof in which case the cooperating broker shall report, sending a copy to the listing broker within 24 hours after acceptance.

**NOTE: PERMISSION OF SELLER TO LIST IN MLS and SHOW STATUS CHANGES:** 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 file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales

information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants.

**Section 2.8 REPORTING RESOLUTIONS OF CONTINGENCIES:** The listing broker shall report to the Multiple Listing Service within 24 hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled. *(SEE SECTION 1.7 and SECTION 7 for fines related to failure to report status changes in a timely manner.)*

**Section 2.9 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 2.10 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 2.11 NON-FILTERING OF LISTINGS:** MLS participants and subscribers must not, and MLSs must not enable the ability to, filter out or restrict MLS listings that are 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. M

### 3. REFUSAL TO SELL

**Section 3.0 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.

### 4. PROHIBITIONS

**Section 4.0 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" signs of the listing broker may be placed on the property. Revised 11/1989)

**Section 4.2 "SOLD" SIGNS:** Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/2006)

**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®'s Code of Ethics, its Standards of Practice, and its Case Interpretations.

**NOTE 1 (Section 4.3):**

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

**NOTE 2 (Section 4.3):**

**Section 4.3 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. M**

**Section 4.4 PASSWORD or LOCKBOX SHARING:**

A \$1005.00 fine will be levied for the sharing of passwords and a \$2505.00 fine for giving a Lockbox Key to any unauthorized person. Any person who receives any fine, including but not limited to this \$2505.00 or \$1005.00 fine, has the right and opportunity to request a due process hearing on the financial penalty within 20 days of receipt of notice of the penalty. Once the participant or subscriber has (a.) had a due process hearing and, (b.) if desired, exhausted any appeals to MLS Directors who did not participate in the complaint, and (c) if or when any sanctions or fines have been determined, the sanction will begin immediately and any monetary fine must be imposed and/or paid within 7 days after exhausting all due process rights. Failure to pay fine within the 7 days after the appeal process results in suspension of MLS services and confiscation of key. MLS password and lockbox key sharing fines will be increased by 50% per occurrence up to a maximum of \$15,000 and can be modified or changed at the discretion of the board of directors. (Password Adopted 2/2006 and Lockbox Key 4/2006) **See Section 7**

## 5. DIVISION OF COMMISSIONS

**Section 5.0 COMPENSATION SPECIFIED ON EACH LISTING:** The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based upon 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. (Amended 11/1998)

**Section 5.0.1 Disclosing Potential Short Sales and Foreclosures:** Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Adopted 06/2009)

Any property that is bank or financial institution owned when reasonably known by the agent, must disclose such information in the MLS.

**Section 5.1 COOPERATING BROKER RIGHT TO KNOW IN ADVANCE:** In filing a property with the Multiple Listing Service of an Association of REALTORS, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by an association MLS 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.

MLS's may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as

the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation.) (Adopted 5/2008)

MLS's, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction. (Amended 5/2008)

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. (Adopted 11/2005)

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. MLS's may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential through dedicated fields or confidential "remarks" available only to participants and subscribers. (Amended 5/2009)

**Section 5.2 LISTING BROKER RIGHT TO DETERMINE COMPENSATION AMOUNT OFFERED:** The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or any other agency or non-agency capacities defined by law) which may be the same or different. (Amended 11/1996)

**Section 5.3 DUAL or VARIABLE RATE COMMISSION ARRANGEMENTS:** Section 5.0, 5.1 and 5.2 above do not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Revised 11/1995)

**\*\*IMPORTANT NOTE RE: DUAL or VARIABLE COMMISSION ARRANGEMENTS:\*\***

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

**Section 5.4: DISCLOSURE OF LISTING COMMISSIONS:** The MLS shall make no rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.

**Section 5.5: FORMS OF COMPENSATION SHOWN ON LISTINGS:** The essential and appropriate requirement by an association multiple listing service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. The compensation specified on listings filed with the MLS shall appear in one of two forms:

**Section 5.5 (a)** By showing a percentage of the gross selling price.

**Section 5.5 (b)** By producing a definite dollar amount. (Revised 11/1995)

**Section 5.6: ADJUSTMENTS OF COMPENSATION:** 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. (Amended 4/92)

**Section 5.7: RULES REGARDING DIVISION OF COMMISSIONS:** The Multiple Listing Service shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

**Section 5.8 PARTICIPANT AS PRINCIPAL:** If a Participant or any licensee affiliated with a Participant has any interest in property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest in the

remarks section on the data input sheet when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

**Section 5.9 PARTICIPANT AS A PURCHASER:** If a Participant or any licensee affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed to the listing broker prior to the time an offer to purchase is submitted to the listing broker.

## **6. SERVICE CHARGES**

**Section 6.0 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.

**Section 6.0 (a): Initial Participation Fee:** An applicant for participation in the Service shall pay an application fee determined by his or her local Association with such fee to accompany the application. (**NOTE:** The Initial Participation Fee shall approximate the cost of bringing the Service to the Participant.)

**Section 6.0 (b): Recurring Participation Fee:** It shall be determined from time to time upon recommendation of the MLS Board of Directors whether an annual participation fee shall be assessed to Participants. Any such annual Participation fee shall be a set amount multiplied by the number of salespersons and licensed or certified appraisers, who are employed by or affiliated as independent contractors with such participant. Payment of such fees shall be made on or before the first day of the fiscal year of the MLS. Fees shall be prorated on a monthly basis for new members joining during the year. MLS's 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. MLS's 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. M

**Section 6.0 (c) Listing Fee:** The Tennessee/Virginia Regional Multiple Listing Service does not levy a listing fee.

**Section 6.0 (d) Monthly Subscription Fees:** If BTVAR or NETAR is the firm's primary board, and the firm is a member of the TNVA Regional MLS, all agents in said firm must join the TNVA Regional MLS. Non-complying firms will be notified by certified letter and have 14 days from receipt of letter to comply or all active listings will be deleted, and any dues monies paid will be forfeited.



If a firm is a primary member of any other association, the Broker is required to join in order for any agents to join. All new members regardless of association membership must meet all requirements for TNVA Regional MLS.

The monthly subscription fee set by the TN/VA MLS has been determined as follows: Each Participant shall submit to the Regional MLS the current monthly fee multiplied by the number of salespersons and licensed or certified appraisers, who have 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 each Participant. These fee amounts shall be subject to change from time to time in the manner prescribed. Payment of such fees shall be made with good funds on or before the first last day of the month and submitted to: 105 Tri-City Business Park, Dr., Johnson City TN 37615. A \$26.50 service charge will be levied for any returned checks.

**Section 6.0 (e) Exemptions from Subscription Fees:** The Realtor Participant of the Service shall be exempt from payment of Multiple Listing subscription fees for any individual employed by or affiliated as an independent contractor with the participant who does not actually have access to and use of the Service. Such exemption shall be effective for a period of (1) year. The exemption, if recommended by the Multiple Listing Policy Committee, shall be effective when approved by the Board of Directors. The exemption for any individual shall automatically be revoked upon the individual's utilization of the Service in any manner.

#### **MLS SERVICE CHARGE NOTES:**

**Note 1:** This should be a minimal charge based on actual costs of producing and distributing the information.

**Note 2:** Any combination of charges may be used if it is in accordance with the National Association's Multiple Listing Policy Point No. 3. Multiple Listing Policy Point No. 3 prohibits a fee that is contingent on the sale of a listed property.

## **7. ENFORCEMENT OF RULES AND DISPUTES**

**Section 7.0 NONCOMPLIANCE WITH RULES:** The following action may be taken for noncompliance with the rules:

**Section 7.0 (a): DUES Payments:** All offices are billed for dues 30 days prior to the due date. If payment is not received within 30 days of invoice date, the office will be notified and have 10 calendar days to remit payment, plus 5% penalty of dues amount will be added to invoice amount. Payments received after the 10-day grace period, will be assessed a \$100 re-instatement fee. (Adopted 05/2009)

Any firm who submits payment for dues by check, and said check is returned for insufficient funds, the firm will be required to pay with a cashier's check or credit card;

plus additional fees charged by the MLS, and bank/credit card charges. If a firm's check is returned on a second billing period, said firm will be reported to the MLS Board of Directors for further action and/or sanction. (Adopted 01/2021)

**Section 7.0 (b): Payment of FINES:** Fines imposed by the MLS to the Participant may be paid within 20 days from receipt of fine; or Participant may request in writing, a due process hearing to appear before the Board of Directors. Once appeals determination is made, fine must be paid, within 7 days. If fine is not paid within 20 days or appeal is not requested, then service is suspended until fine and reconnect fee is paid. Lockbox key fines are SUBSCRIBER fines and suspension of the lockbox key will occur until fine is paid or appealed before the Board of Directors. Once appeals determination is made, fine must be paid within 7 days. (Revised 03/2007)

**Section 7.0 (c): Failure to Comply:** Failure to comply with any other rule, the provisions of 7 shall prevail.

**Section 7.1 CONSIDERATION OF ALLEGED VIOLATIONS:** The Board of Directors of a member's local Association shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are the sole discretion of the Board of Directors. M

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 11/2020) M

Note: A Participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period time not longer than one year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individuals 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 5/2014) M

## **Section 7.2**

**Allegations or violations of the MLS Rules and Regulations will be administratively considered and determined by the board of directors 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.**

**If a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the association in accordance with the bylaws and rules and regulations of the association of REALTORS within twenty (20) days following receipt of director's decision.**

**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 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 11/2020) M**

Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS for processing in accordance with the professional standards procedures of the association.

**Section 7.3 COMPLAINTS OF UNETHICAL CONDUCT:** All other complaints of unethical conduct shall be referred by the Board of Directors of the service to the local Association of REALTORS for appropriate action in accordance with the professional standards procedures established in the association's bylaws. (Revised 11/1988)

Any participant who believes another participant has engaged in the unauthorized use of 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, and specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than thirty (30) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this section of the MLS rules.

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

If the board of directors determines that the use of the content was unauthorized, the board of directors may issue a sanction including a request to remove and/or stop the use of the unauthorized content within ten (10) days after the 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 appropriate sanction.

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. M

**Section 7.4 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. M

### **Section 7.5: STANDARD MLS MARK LOGO OF THE NATIONAL ASSOCIATION OF REALTORS (Adopted 11/2020)**

#### Nature of the Standard MLS

The National Association of REALTORS has approved a standard MLS logo (“the Logo”) for use by authorized chartered associations of REALTORS, members of such associations, and MLS services solely owned by such associations pursuant to the terms set forth herein, and as further described in the Membership Marks Manual.

#### **AUTHORIZATION TO USE THE STANDARD MLS LOGO**

Authorized licensees use of the Logo is subject to the following limitations:

The Logo may not be modified.

The Logo may not be used as a lapel pin or jewelry.

The Logo may be used only on stationery, printed forms, websites and within promotional materials regarding MLS services.

Authorized licensees acknowledge that the National Association is the exclusive owner of the Logo.

The MLS must cease all use of the Logo in the event it is no longer solely owned and/or controlled by an association (s) of REALTORS.

The association (s) of REALTORS and MLS must cease all use of the Logo in the event any governing documents of the association (s) of REALTORS or the MLS, if applicable do not comply with the MLS policy of the National Association.

The National Association reserves the right to require authorized licensees to adhere to additional limitations on use of the Logo and to cease use of the logo for any reason within its sole discretion.

#### **Special Notes Concerning the Standard MLS Logo and the National Assoc Trademarks**

The National Association of REALTORS does not permit any variation of the Logo design. Further, the National Association will not review and does not authorize any multiple listing service insignia to be used with the Logo other than the multiple listing service’s own logo. Further the National Association’s REALTOR trademarks controlled solely by an association(s) of REALTORS. 11/2020 M

## 8. MLS MEETINGS

**Section 8.0 MEETINGS OF MLS COMMITTEE:** The meetings of the Participants of the Service and the Directors of the Service for the transaction of business of the Service shall be held in accordance with the provisions of **Article VII** of the **Bylaws** of the MLS.

## 9. CONFIDENTIALITY OF MLS INFORMATION

**Section 9.0 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 is 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. (Amended 4/1992) M

**Section 9.0 (a)** By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes but not limited to photographs, images, graphics, audio and video recording, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to the listed property. (Amended 5/2018) M

**Section 9.1 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 the 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 9.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Association Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

**Section 9.2 (a) STATISTICAL REPORTS:** MLSs may, as a matter of local determination, make statistical reports, sold information, and other informational reports derived from the MLS available to REALTORS® who do not participate in the MLS but who are engaged in real estate brokerage, management, appraising, land development, or building. Additional expenses incurred in providing such information to REALTORS® who do not participate in the MLS may be included in the price charged for such information. Any information provided may not be transmitted, retransmitted, or provided in any manner to any individual, office, or firm, except as otherwise authorized in the MLS rules and regulations.

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

If any statistical reported is requested by a person outside the MLS Membership, then the compensation that is paid to cooperating brokers and the current or former owners' names will be redacted.

## **10. FAIR HOUSING**

Multiple Listing Services are important tools for furthering fair housing because they facilitate the widespread distribution of accurate property information to all consumers. To that end, MLS's must implement a process for identifying potential violations of fair housing laws, advising participants and subscribers to remove or correct potential violations. (Adopted 1/2021) M

## **11. CUSTOMER SERVICE AND TECH SUPPORT**

The MLS must display customer service and technical support contact information of the MLS website. (Adopted 1/2020) M

## **12. MLS IDX (Internet Data Exchange) Provisions**

**Section 12.0– IDX DEFINED:** IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. (Amended 1/2019)

### **Section 12.1 – AUTHORIZATION and PARTICIPATION:**

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

pursuant to these rules and regulations must be established in writing. If a participant withholds consent 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 or other electronic forms of display or distribution. (Amended 1/2019)

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

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

**Section 12.2 - DISPLAY of listing information pursuant to IDX is subject to the following RULES:**

**Section 12.2 (a)** – 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., compensation offers, showing instructions, property security information, etc.) may not be displayed. Display of expired, withdrawn, and sold listings is prohibited. However, if "sold" information is publicly accessible, display of "sold" listings may not be prohibited (Amended 12/2016, Revised 2/2022)

Display of seller's and or occupants' names or phone numbers and email address is prohibited.

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. M

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

**Section 12.2 (b)** – Participants shall determine which listings or the types of listings they will display on their websites. Examples include property type, "condos", "single family detached", "multi-family", etc., price, or location ("downtown").

**Section 12.2 (c)** – Participants shall not modify or manipulate information relating to other Participants' listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source (s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

**Section 12.2 (d)** – All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (thumbnails, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/2012)

**Section 12.2 (e)** – All listings displayed pursuant to IDX shall identify the listing agent.

**Section 12.2 (f)**–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 12.2 (g)** – The type of listing agreement (exclusive right to sell, exclusive agency, etc.) may not be displayed. (Amended 5/2012)

**Section 12.2 (h)** - All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (thumbnails, text messages, “tweets”, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/2012)

**Section 12.2 (i)** - Participants (and affiliated licensees, if applicable) must refresh all downloads and refresh all data at least once every 12 hours.

**Section 12.2 (j)** – Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, and may not be used for any purpose other than to identify prospective properties consumers may be personal, non-commercial use, and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the 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 (thumbnails, text messages, “tweets”, etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/2012)



**Section 12.2 (k)** – The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 1/2019)

**Section 12.2 (l)** – 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 12.2 (m)** – Listings obtained through IDX feeds from REALTOR association MLS's 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 nonparticipating brokers, etc.) must display the source from which each listing was obtained. Displays of minimal information (thumbnails, text messages, "tweets", etc. of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/2012)

**Note:** An MLS participant (or where permitted locally an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLS's. 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 MLS's on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

By the act of submitting any property listing content to the MLS, the participant represents that he has been authorized to license and also thereby does license authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to the listed property.

However, MLS's 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. MLS's 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 12.2 (n)** – No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in these rules.

**Section 12.2 (o)** – Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

**Section 12.2 (p)** - Participants must notify the MLS of their intention to establish an IDX site and make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

**Section 12.2 (q)** – 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. (Amended 5/2012)

**Section 12.2.(r)** – Listings, including property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly accessible Web sites or VOWs) or other electronic forms of display or distribution. (Amended 1/2019)

**Section 12.2 (s)** – Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, downtown”, etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family). Selection of listings displayed on any IDX site must be independently made by each Participant. (Revised 2/2022)

**Section 12.2 (t)** - Participants must refresh all MLS downloads and IDX data display automatically fed by those downloads at least once every 12 hours. (Amended 1/2019)

**Section 12.2 (u)** - 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 other person or entity. (Amended 5/2012)

**Section 12.2 (v)** – Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. (Amended 5/2012)

**Section 12.2 (w)** – All listing 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. M

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 and automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those

features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Sections 18.2.9, a participant's IDX display may communicate the participant's professional judgement concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/2012)

- c. Participants shall maintain a means (email address, telephone number) to receive comments about the accuracy of any data 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 judgement. (Amended 5/2012)

**Note:** An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and in those MLS's. 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 MLS's on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

### **13. VOW (Virtual Office Websites)**

**NOTE: VOW Rules for MLS's have been adopted using same section numbers as NAR's model rules for VOWS.**

**Model Virtual Office Website (VOW) Rules for MLSs**

**Note: Adoption of Sections 19.1 through 19.14 is required.**

**Section 13.1 (a):** A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker/consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability.

A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

**Section 13.1 (b)** As used in Section 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

**Section 13.1 (c)** “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability, and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

**Section 13.1 (d)** As used in Section 19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 13.2 (a):** The right of a Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices. The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less.

**Section 13.2 (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”).

**Section 13.2 (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 13.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter “Registrants”). Such actions shall include, but are not limited to,

satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

**(ii)** The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

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

**Section 13.3 (b)** The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, username, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

**Section 13.3 (c)** If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, username, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

**Section 13.3 (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's ownership of, and the validity of the MLS's copyright in, the MLS database.

**Section 13.3 (e)** The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of

the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

**Section 13.3 (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 13.4:** A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

**Section 13.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed 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 13.6 (a):** A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

**Section 13.6 (b)** A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

#### **Seller Opt-Out Form**

1. Please check either Option a or Option b

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

OR

b.  I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

\_\_\_\_\_  
initials of seller

**Section 13.6 (c)** The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

**Section 13.7 (a):** Subject to subsection (b), a Participant's VOW may allow third parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

**Section 13.7 (b)** Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 13.8:** A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 13.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 13.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 13.11:** A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

**Section 13.12:** 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, and whether the listing broker is a REALTOR®. (Revised 2/2022)

**Section 13.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

**Section 13.14:** A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

**Section 13.15:** 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.

**Section 13.15:** Any restriction of the use of MLS information imposed by Rules 13.15-13.19 are hereby imposed upon Participant use of MLS Listing Information in providing MLS Service through any and all delivery mechanisms including but not limited to in-person communication, e-mail transmission and fax transmission and shall be treated as a confidential transmission between Participants.

**Section 13.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

**Section 13.17:** A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but



is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 11.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 13:19:** By the act of submitting any property listing content to the MLS the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

**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 post 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.

**Section 13.20:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or confirmed 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 13.21:** A Participant may display advertising and the identification of other entities ("cobranding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

**Section 13.22:** A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

**Section 13.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 13.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 13.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.

## **14. Back Office Feed/Confidential RETS Data**

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

"BBO Data" means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only

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 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 Policy Statement 7.85, which provides that “Use of listings and listing information by MLSs for purposes other than the defined purposes of MLS requires participants’ consent.” M

## 15. Reproduction

Option #1: 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 judgement of the participant or their affiliated licensees, be interested.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has express 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. MLS's must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLS's may require executions of a third-party license agreement where deemed appropriate by the MLS. MLS's 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 may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 11/2014)

## **16. REAL ESTATE TRANSACTION STANDARDS (RETS AND RESO STANDARDS) (Adopted 11/2020) M**

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral, secure approach to exchanging listing information between the broker and the MLS. In order to ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish REALTOR information as the trusted data source. MLS organizations owned and operated by associations of REALTORS, will implement the RESO Standards including: The RESO Data Dictionary by January 1, 2016; the RESO Web API by June 30, 2016 and will keep current by implementing new releases of RESO Standards within one year from ratification. Compliance with this requirement can be demonstrated using the Real Estate Standards Organization (RESO) compliance Certification Process. Web API data access provided to participants and subscribers must have no less than the same data available via data access methods such as RETS or FTP systems, and MLS fields that exist in the RESO Data Dictionary must be delivered in conformance with the standard. (amended 11/2020) M

## **17. OWNERSHIP OF THE MLS COMPILATION AND COPYRIGHT**

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

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. M

Note: "M" represents Mandated by NAR.

This completes the Rules and Regulations for TNVA Regional MLS.