

Regional MLS Rules

www.gprmlsdocs.com/GPRMLSLLCRules

New or Modified - Midlands MLS Users

New Rules (MMLS Users):

- 1. Listing Submission:** All Residential listings including new construction must be entered into the MLS within 2 days of the listing date. 2/19
 - Fine: \$100 per each violation, plus a fine of \$100 for each additional day once notified by the MLS.
 - When dissemination of listing information in the MLS system is not approved by a seller, the executed listing agreement shall be filed with the MLS Office either electronically, in person, or must be postmarked if sent by U.S. Mail, within 2 days and must include an acknowledgement demonstrating an informed decision to waive MLS service, signed by the seller(s), the listing agent and the broker or office manager. Failure to send the required documentation is subject to the fine above. 2/19 **(Page 6)**
- 2. List Date:** “List Date” in the MLS will be the beginning of the listing term as specified in the Listing Agreement, unless Option C is selected on the Seller Acknowledgement Form, in which case “List Date” will be the date the listing is processed in MLS.
 - In the case where Option C is selected on the Seller Acknowledgement Form, and the seller subsequently authorizes the promotion of the property, the listing must be processed within 2 days, and the date of the seller’s authorization becomes “List Date” in the MLS. 2/19 **(Page 6)**
- 3. Listing Agreements:** One of the purposes of the MLS is to accumulate and disseminate listing information among Participants. Properties that are not, in fact, subject to a valid listing agreement and being offered for sale through the listing brokerage, are not to be listed in the MLS with the exception of model homes and properties subject to a compensation agreement. 2/19 **(Page 6)**
- 4. NO SHOW Listings:** Listings not available for showing within 7 calendar days of the list date when input in the MLS system shall be entered with the “Active, No Show” status. Active listings, which become unavailable for showing for a period that extends beyond 7 calendar days must be updated to the “Active, No Show” status.
 - Showing information for listings not immediately available for showing but available within 7 calendar days of the list date must be disclosed in Public and Agent Remarks. 9/18 **(Page 6 & 7)**
- 5. Bedrooms Field:** The “Bedrooms” field in the MLS is to be populated with conforming bedrooms only (in terms of egress). 2/19 **(Page 7)**
- 6. Status Changes:** Status changes, including final closing of sales, shall be reported to the MLS by the listing broker within 2 days after they have occurred. If the status “Active, No Show” is indicated in the MLS, the status must be changed to “Active” before showing the property to prospective purchasers. 2/19
 - Fine: \$100 per each violation, plus a fine of \$100 for each additional day the status remains incorrect once notified by the MLS.
 - Violations may be considered as evidence in a Professional Standards matter against the listing agent. **(Page 7)**
- 7. New Construction:** New construction listings must include the total price for the home with the lot unless it is clearly indicated. If the sale is contingent on a buyer entering into a construction contract with a particular builder, that information must also be disclosed in the public remarks section. 2/19 **(Page 8)**

- 8. Photo Guidelines:** All listing photographs or graphics must directly promote the listed property and its amenities.
- Any listing photograph that prominently features a yard sign, where the yard sign exceeds ten percent of the photograph's area, or where an agent's name or contact information is legible is prohibited.
 - Any property photo must promote the property for sale and its amenities and is to contain no other text, graphics, or other messages, except identifying watermarks (limited to Participants logo and/or name, not to exceed 10% of the total area of the photo). The MLS Staff is directed to delete any property pictures that display anything else, including deleting pictures and property information and/or the complete listing if necessary. 2/19 **(Page 8)**
- 9. Broker/MLS Watermarks:** MLS photos and the watermarks on photos must be clearly visible on all IDX displays. 2/19 **(Page 9)**
- 10. Third Party Information:** Third-party promotional or advertising information including, without limitation, company names, logos, URLs, trademarks, trade names, and the like shall not be permitted to be displayed in text fields, system graphics, or other publicly-viewable fields. 2/19 **(Page 8)**
- 11. Security and Lockbox Codes:** MLS listings are not to include security codes (lockbox, gate, garage, etc.). 2/19 **(Page 8)**
- 12. Confidential Information:** Any personal information related to the seller or landlord, or the showing of the property shall not be entered in any field, or featured on any graphic, that is publicly viewable. 2/19 **(Page 9)**
- 13. Subscriber/Participant Information:** Information regarding the listing agent or the listing company shall be allowed only in the "Agent Remarks," "Office Remarks," or "Syndication Remarks" and other data fields that are specifically labeled for such information, and shall not be permitted to be displayed in text fields, graphics, or hypertext-linked displays that are publicly viewable (see below for exceptions). 2/19

The above restrictions do not apply to:

- The name of the builder's company of the listed property.
 - A "Listing Courtesy of (Broker Name)" statement that is consistent with an IDX public display.
 - An ownership or copyright identifier (limited to the Participant's company logo, company name and/or company URL) located in a photograph not exceeding ten percent of the picture area. 2/19 **(Page 9)**
- 14. Office Only Remarks:** Office Only Remarks are to be seen only by other agents within the firm (including all the firm branches). 2/19 **(Page 9)**
- 15. Syndication Remarks:** Syndication Remarks will be included in feeds for syndicated third party public websites where permitted. These remarks are not subject to MLS policies otherwise applicable to public remarks. 2/19 **(Page 10)**
- 16. Public Remarks Guidelines:** Public Remarks can contain incentives from the seller to the buyer but not incentives from the seller to agents or firms. 2/19
- **Examples of What Public Remarks cannot contain:**
 1. Agent name or phone numbers
 2. Reference to lender financing
 3. Website addresses or information

4. Builder promotion (i.e.) "sold by best builder in town"
5. Promotion of the listing agent or listing agents firm including reference to branded virtual tours or videos
6. Use our preferred lender and have your closing costs paid
7. Free credit report and appraisal if you choose to use ... lender
8. Wholesale financing rates available with purchasing this home, call for info
9. \$5000 bonus to selling agent

• **Examples of what Public Remarks can contain:**

1. \$\$\$ carpet/decorating/repair allowance
2. Seller will pay \$\$\$ towards buyers closing costs
3. 1st years homeowners association dues paid
4. 1 year home warranty provided/included
5. Seller will pre-pay 1 full year of property taxes
6. Big screen TV & surround sound included
7. Seller will finish Basement with acceptable contract
8. Seller financing available
9. Rent-to-own/Lease option available **(Page 9 & 10)**

17. Associated Documents: Associated Documents in Paragon can only be associated and contain information about the listing and may not include anything that promotes an agent or company. 9/18

- The Seller Property Condition Disclosure and Lead Based Paint Disclosure (if applicable) are required to be input in the Paragon MLS Associated Documents within 2 days of the listing being live in the MLS.
- If any of the green fields are checked, the applicable certification must be input in the Paragon MLS Associated Documents. **(Page 11)**

18. Violations of MLS Rules: Violations of MLS Rules can result in the information, photograph or graphic being administratively deleted. In addition, violations of the Rules in a 12-month period will result in the following penalties unless otherwise stated: 2/19

- 1st offense: warning
- 2nd offense: \$50
- 3rd offense: \$100
- 4th offense: \$200
- MLS Board of Directors to Determine: \$ TBD **(Page 11)**

19. Failure to Correct Listing: Failure to correct listing input policy violations, status changes, inaccurate data, or failing to submit required documentation within 7 days of receiving notice may result in a fine to the listing agent of \$200.00. This fine is in addition to other applicable fines. 2/19 **(Page 11)**

20. *Note: Nothing in this policy shall limit the MLS Board's ability to impose penalties including fines up to \$15,000 as defined in the MLS Rules and Regulations. 2/19 **(Page 11)**

21. Section 7.1 Compliance with Rules: Penalties may be imposed by the MLS Board of Directors for the following violations of any MLS rules including the following: Amount of penalties to be determined by the Board of Directors in its sole discretion. 2/19

- A. All accounts unpaid after 15 days from date billed shall cause immediate suspension of all MLS service. Any such suspension shall remain in force until the account is paid in full, or until satisfactory arrangements are made with the Board of Directors.

B. Violation of listing policies in Section 1.17 of the MLS Rules and Regulations.

C. If, in the opinion of the Board of Directors after due notice and opportunity for hearing, a Participant shows unwillingness to comply with, or disregard any of the MLS rules and regulations, the Participant may be suspended and/or terminated from the service of MLS, as provided in the bylaws of MLS. (NAR 7.1) 2/19

D. If, in the opinion of the Board of Directors after due notice and opportunity for hearing, a Participant shows unwillingness to comply with, or disregard any of the MLS rules and regulations, the Participant may be suspended and/or terminated from the service of MLS, as provided in the bylaws of MLS. 5/03

The amount of penalties is to be determined by the Board of Directors and administered by MLS staff. **(Page 19)**

22. Section 7.2 Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations. Access to and use of MLS information is contingent on compliance with the MLS rules and regulations. (NAR 7.2) 2/19 **(Page 19)**

23. Section 7.3 Removal of Listings: When Participant Refuses/Fails To Timely Report Status Changes: Notwithstanding the limitations established in the Code of Ethics and Arbitration Manual or in other NAR policy, the MLS is authorized to remove any listing from the MLS compilation of current listings where the participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the participant shall be advised of the intended removal so the participant can advise his or her client(s). 2/19 **(Page 19)**

24. Section 8 Meetings of MLS Board of Directors: A quorum for a meeting of the Board of Directors shall be satisfied in any meeting where more than 50 percent of the total votes entitled to be cast are held by Directors in attendance at such meeting. The Board of Directors shall take all actions under this Agreement by a majority vote of the votes entitled to be cast by Directors present at a meeting at which a quorum exists except that two-thirds vote is required to expend funds in excess of one million dollars in a single obligation or an obligation extending beyond (3) years. (GPRMLS LLC Operating Agreement Section 3.01(c)) 2/19 **(Page 19)**

25. Section 11.3 Copyright Symbol: All copies of the MLS compilation, reproduced or distributed, shall bear the copyright symbol, ©, the current year, and attribute ownership of the copyright to "Great Plains Regional MLS LLC". 2/19 **(Page 22)**

26. Section 15 Orientation: Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access to and use of MLS-generated information shall complete an orientation program of no more than 8 classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within 30 days after access has been provided. (NAR Section 17 Amended 11/04) 2/19

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than 4 classroom hours in any 12 month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (NAR Section 17 Amended 11/17) 2/19 **(Page 25)**

27. NAR Bylaws require that associations of REALTORS® and their Multiple Listing Service must enable their MLS Participants to display aggregated MLS listing information by specified electronic means in accordance with this

policy. Electronic display subject to this policy means displays on participants' public websites and displays using applications for mobile devices that participants control. For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant, and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g. displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. 2/19 (Page 25)

- 28. Section 16.3.1:** Listings displayed pursuant to IDX shall contain only those fields of data contained in MLS Client Detail Reports. Confidential information intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites. (NAR 18.3.1 Amended 05/12) 2/19 (Page 27)
- 29. Section 16.3.1.1:** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. (NAR 18.3.1.1 Amended 05/12) 2/19 (Page 27)
- 30. Section 16.3.3:** Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation. (NAR 18.3.5) 2/19 (Page 27)
- 31. Section 16.3.4:** All listings displayed pursuant to IDX shall show the MLS as the source of the information.** (NAR 18.3.7 Amended 05/17) 2/19 (Page 27)
- 32. Section 16.3.5:** Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.* (NAR 18.3.8 Amended 05/17) 2/19 (Page 27 & 28)
- 33. Section 16.3.6:** 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 (500) listings or (50%) of the listings available for IDX display, whichever is fewer. (NAR 18.3.9 Amended 11/17) 2/19

*Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (NAR Amended 5/17) 2/19

**The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or

less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application. (Amended 05/17) 2/19 **(Page 28)**

34. Section 16.3.7: 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. (NAR 18.3.10) 2/19 **(Page 28)**

35. Section 16.3.8: Other than listings provided through other MLSs, listings obtained through IDX feeds from MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.* (NAR 18.3.11 Amended 05/17) 2/19 **(Page 28)**

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 the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. (NAR Adopted 11/14) 2/19 **(Page 28)**

36. Section 16.3.9: Display of expired or withdrawn listings is prohibited. Display of sold listings shall include only residential listings sold after January 1, 2012 and only display the MLS data fields related to the property (not the owner) (see Exhibit B). Display of photos on sold listings is limited to the primary photo of the property. (NAR 18.3.12 Amended 11/15) 2/19 **(Page 28)**

Exhibit B

Sold MLS Fields (X = authorized IDX display fields)

Field Name	Res
Date Sold	X
House Number	X
Street Name	X
County	X
Zip Code	X
Subdivision	X
Sold Price	X
Style	X
# of Rooms	X
# of Bedrooms	X
# of Baths	X
# of Fireplaces	X
# of Garage Spaces	X
Garage Type	X
Year Built	X
Tax Year	X
Tax Amount	X
Square Feet	X
Basement	X
Basement %	X
Lot Dimensions	X
Fence	X
Roof Type	X
Finished Below Grade	X
Walk-Out Basement	X

- 37. Section 16.3.10:** Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(s) is prohibited. (NAR 18.3.13) 2/19 (Page 28)
- 38. Section 16.3.11:** Deceptive or misleading advertising(including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (NAR 18.3.16 Adopted 11/09) 2/19 (Page 28)
- 39. Section 16.4 Service Fees and Charges:** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (NAR 18.4 Adopted 11/01, Amended 5/05) 2/19 29 (Page 28 & 29)
- *The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 05/17)
- 40. Section 17.18** 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. (NAR 19.18) 2/19 (Page 33)
- 41. Section 17.19** A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) listings or fifty percent (50%) current listings and not more than five hundred (500) listings or fifty percent (50%) sold listings in response to any inquiry. (NAR 19.19 Amended 11/17) 2/19  (Page 33)
- 42. Section 17.21** A participant may display advertising and the identification of other entities("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, cobranding 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. (NAR 19.21) 2/19 (Page 34)
- 43. Section 18. TRANSMISSION TO THIRD-PARTY AGGREGATORS:** Upon receipt of a written complaint from a participant, substantiated with photographic evidence of a "For Sale By Owner" sign on a listed property, MLS shall cease transmitting that listed property information to third-party aggregators, and notify the listing broker that such listing information will not be sent to third-party aggregators until listing broker notifies MLS that a "For Sale By Owner" sign is no longer displayed on the subject property. On receipt of such notification by the listing broker, the data feed shall again be made to the third-party aggregators and notification shall be made to the complaining participant. 10/09 (Page 34)

Modified Rules (MMLS Users):

- 1. Section 1.16 Time Periods:** All time periods referred to herein concerning filing and/or reporting shall begin on the date of listing or date of action. Saturdays, Sundays and Federal Holidays as identified on <https://tinyurl.com/FedHolSch> are excluded from the calculation of said time periods unless otherwise stated. 2/19 (Page 5)
- 2. Compensation Agreements:** The participant of a buyer's agent representing the buyer of a property not listed with any participant but subject to a Compensation Agreement or similar document, may enter the property data in the MLS after the closing of the property for statistical and comparable purposes with the written consent of the owner of the property. 9/18

If entered in the MLS the following guidelines apply:

- The property must be entered with a 'SOLD' status within 7 days of the closing date.
- 'Compensation Agreement' must be checked under 'Agreement Type' in MLS.
- All required fields for a 'SOLD' property must be populated.
- Enter buyer's agent as both the Listing Agent and Selling Agent. Note: When the input agent saves the property, the 'Listing Agent' and 'Listing Office' fields auto-populate with 'Not Listed'.
- Properties not subject to a listing agreement will not be available through syndication, IDX or VOW sites, or through email notifications in the MLS but will be included in MLS stats. 9/18 (Page 6)

3. Contract-Pending Listings:

- Pursuant to Rule 2.5, when a seller accepts an offer to purchase, the property's Active status must be changed to Pending within 2 days, unless specified in subsections 2. through 4. below.
- If a seller instructs that the listing maintain its active status in an effort to attract backup offers, then the words "Contract Pending" shall be added as the first words in Public Remarks by the end of the next day of the earlier contract acceptance, and the listing may maintain Active status.
- If the seller has accepted an offer to purchase which includes a provision that the contract may be terminated by the seller unilaterally and immediately by acceptance of a subsequent offer, the listing may maintain Active status without the words "Contract Pending."
- When a seller accepts an offer to purchase which is contingent upon the sale or closing of another property owned by buyer, and the seller must give the first buyer the opportunity to remove the home sale contingency prior to the acceptance of a subsequent offer, the words "Contract Pending" in Public Remarks may be replaced with the words "Subject to Existing Home Sale Contingency" as the first words in Agent Remarks, and the listing may maintain its Active status. 2/19 (Page 7)

- 4. Model Homes for Sale:** If a model home is listed for sale, it must be subject to a valid listing agreement and include the total price for the home with the lot unless it is clearly indicated in the public remarks section. If closing and possession are not readily available, an estimated future date must be specified in the public remarks section. 2/19 (Page 8)

- 5. Model Home NOT for Sale:** A model may not be entered in MLS if it is not being offered for sale unless it is entered with the status 'Active-Model Home Not for Sale'. In such cases, the first line of public remarks must say "Model Home Not for Sale" and the word "model" must be placed across the photographs in the MLS. Model homes not for sale will only have the available statuses of Active-Model Home Not for Sale, Cancelled, and Expired. 2/19 (Page 8)

- 6. Section 5.4 Compensation Payout:** Compensation of cooperating broker, if any is due, shall be paid to the cooperating broker by the listing broker the later of when due or 5 days after the listing broker receives the compensation from which the cooperating compensation is due unless otherwise disclosed in Agent Remarks. 2/19 **(Page 17)**
- 7. Section 6 MLS Fees:** MLS fees will be assessed for the operation of the MLS system, to defray its costs. All User Fees and Administrative Fees referred to in these rules, will be determined by the MLS Board of Directors and may be adjusted from time-to-time.

A. Administrative Fees may be charged to new Users at the time of their initial application or reinstatement, or as referenced in these rules.

B. Monthly User Fees will be charged for each Participant, plus a monthly User fee for each person affiliated as a real estate licensee or registered, licensed or certified appraiser with such Participant, unless exempted under this section hereafter. All accounts will continue to accrue charges until such time the User is no longer affiliated with an active MLS Participant.

C. Payment of Fees will be as follows (see Addendum A):

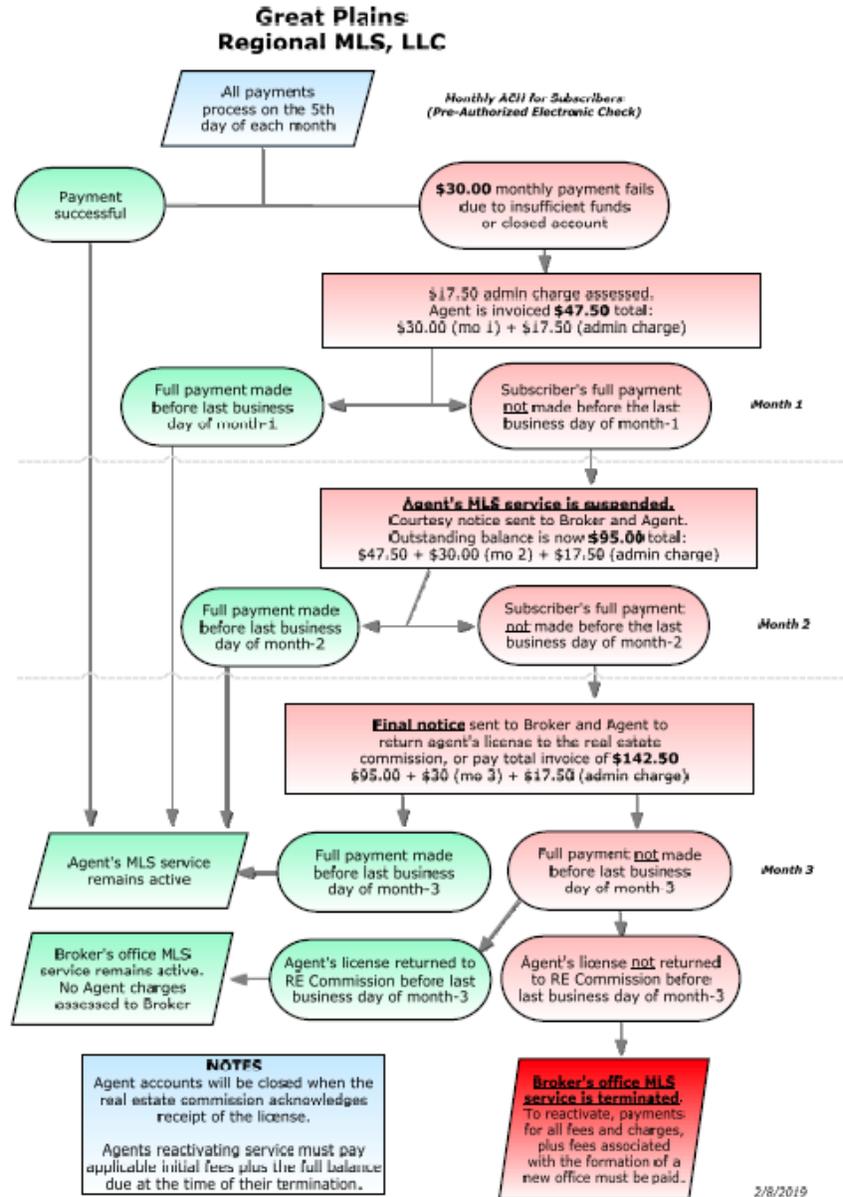
- 1.** By electronically deducting monthly fees on or after the first business day of each month for the current month's service from an account designated by each User.
- 2.** If the electronic transaction fails due to the fault of the Subscriber (such as for non-sufficient funds or a closed account), an administrative fee (for non-payment) will be charged against the User, who will then be notified and required to pay the total of all charges before the last business day of the current month to maintain access to MLS services.
- 3.** The accounts of Users with unpaid balances that remain affiliated with an active MLS Participant, on the last business day of the current month will be suspended from access to MLS service.
- 4.** On the first day of the second month, suspended accounts of a User with an unpaid balance, that remains affiliated with an active MLS Participant, will be charged a monthly fee (for month-two), plus an additional administrative fee (for non-payment). A courtesy-notice will be issued to the Subscriber and the Participant regarding the status of the delinquent account and the options available.
- 5.** On the first day of the third month, suspended accounts of a User with an unpaid balance, that remains affiliated with an active MLS Participant will be charged a monthly fee (for month-three), plus an additional administrative fee (for non-payment). A final-notice will be issued to the Subscriber 18 and the Participant instructing the Participant to return the Subscriber's license to the real estate commission or pay the total of all charges, before the last business day of month-three.
- 6.** On the last business day of the third month, if the Participant of the suspended account fails to pay the total of all charges on the suspended account, or return the license of the suspended User, the Participant and all affiliated Subscribers will be subject to termination of MLS Service. Terminated Users will be required to pay all applicable fees associated with the setup of a new MLS service to reestablish service, plus the full balance due at the time of termination.

7. A Participant will not be liable for the charges assessed to a Subscriber, provided the Subscriber's real estate license was returned timely to the real estate commission. (NAR 6) 2/19 (Page 17 & 18)

Exhibit A (Page 35)

Exhibit A

Billing Procedure Flow Chart



8. **Section 6.1 Exemption Rule:** The Participant of the MLS may be exempt from payment of the MLS monthly charge for any individual employed by or affiliated as an independent contractor with the Participant, who does not actually have access to or use of the MLS in any way, at any time. The MLS Board of Directors reserve the sole and exclusive right to approve all requests and guidelines for exemptions. Such exemption shall be effective for the fiscal year in which the exemption is granted, and shall be reaffirmed annually. The exemption for any individual shall automatically be revoked upon the individual's access or use of the MLS in any manner. If the exemption is revoked, dues shall be assessed for the entire fiscal year in which revocation took place. 2/19

MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs may, at their discretion, require waiver recipients and their participants to sign a certification for nonuse of its MLS services, which can include penalties and termination of the waiver if violated. (NAR 6 Amended 5/18, 8/18) 2/19 

Falsification of the MLS Waiver Form (exemption form), or failure to notify the Directors of any change of status of an approved exemption, shall subject the individual and Participant to such penalty as the Board of Directors may determine. 2/19 (Page 18)

9. **Section 9.2 Complaints of Unethical Conduct:** All other complaints of unethical conduct shall be referred by the board of directors of the service to the association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association’s bylaws. (NAR 9.2 Amended 11/88) 2/19 (Page 20)

10. **Section 12 Distribution:** Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the MLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a participant’s licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by a multiple listing service where access to such information is prohibited by law. (NAR Section 12 Amended 4/92) 2/19 (Page 23)