

**RULES & REGULATIONS of the**  
**INDIANA REGIONAL MULTIPLE LISTING SERVICE**

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## **0. Definitions**

**Section 0.1 Association.** The REALTOR® association or multiple listing service organization through which participants and subscribers receive and/or purchase IRMLS service.

**Section 0.2 Cooperate.** This term (and all related forms, e.g., cooperating, cooperation) means (a) or (b) or both: (a) sharing information on listed property and making property available to other brokers for showing to prospective purchaser and tenants when it is in the best interests of their clients; (b) attempting to find buyer or tenant clients for properties listed in the Service.

**Section 0.3 IRMLS or Service.** Means Indiana Regional MLS LLC which provides the Multiple Listing Service to participants and subscribers through Associations.

**Section 0.4 Mandatory Listing Area.** The state of Indiana.

**Section 0.5 Marketing to the public.** This term has the meaning set out in Section 1.03.

**Section 0.6 Multiple Listing Service or MLS.** A multiple listing service is a means by which cooperation among participants is enhanced, by which information is accumulated and disseminated to enable authorized participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public.

**Section 0.7 Participation.** This term has the meaning given to it in Section 1.01.

**Section 0.8 Service Area.** The area within which the service shall function, its "service area" shall at all times be coextensive with the States of Indiana, Illinois, Michigan, Kentucky, and Ohio.

## **1. Listing Procedures**

### **Section 1.01 Participation and eligibility.**

Any REALTOR® member of an Association, or other board or association of REALTORS®, who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules or the Association's policies, shall be eligible to participate in IRMLS upon agreeing in writing to conform to these rules and regulations thereof and to pay the costs set by the Association. The Service does not set the "retail" price charged by an Association, such determination is entirely under the control of each Association.

However, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service membership or participation unless (1) the individual or firm holds a current, valid real estate broker's license and actively endeavors during the operation of its real estate business to cooperate with other Participants; or (2) is licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Mere possession of a broker's license is not sufficient to qualify for MLS participation.

### **Section 1.02 Listing Procedures**

Listings of real property of the following types, which are listed subject to a real estate broker's license, and are located within the Mandatory Listing Area of the multiple listing service, and are taken by participants on exclusive right-to-sell listing contracts and exclusive agency listing contracts shall be input into the multiple listing service database within three (3) calendar days (excluding holidays) with the first day starting after all necessary signatures of seller(s) have been obtained, or in accordance with Section 1.03, whichever is less:

- a. single family homes
- b. vacant lots and acreage for sale or exchange
- c. multi-family buildings for sale or exchange
- d. business/commercial/industrial buildings for sale or exchange
- e. farms/agricultural
- f. mobile homes with real estate

**Note 1:** The multiple listing service does not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

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

The Service does not accept **net listings or open listings**.

The **exclusive right-to-sell** listing contract grants the listing broker exclusive authorization to market the property to the public (as that expression is defined in Section 1.03) as seller's agent.

The **exclusive agency** listing contract grants the listing broker exclusive authorization to market the property to the public (as that expression is defined in Section 1.03) as seller's agent, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

**Note 2:** The multiple listing service does not regulate the type of listings its members may take. This does not mean that the service must accept every type of listing. The service does not accept open listings (unless acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But the service leaves its members free to accept listings to be handled outside the multiple listing service.

**Note 3:** The service accepts exclusively listed property that is subject to auction.

### **Section 1.03 Clear Cooperation**

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing is engaging in any one or more of the following: 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, applications available to the general public, cooperating with other brokerages, or any substantively similar activity.

**Note 1:** 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 1.02 and listings exempt from distribution under Section 1.3 of these MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS participants.

**Note 2:** Section 1.03 Clear Cooperation is only applicable to the Residential property class.

### **Section 1.04 Required Disclosure to Seller**

Participants must disclose to prospective sellers in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in their listing agreement or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable. Listing Participants must conspicuously disclose to sellers, and obtain the seller's authority, for any payment or offer of payment that the listing broker or seller will make to another broker, agent, or other representative (e.g., real estate attorney) acting for buyers; and such disclosure must be in writing, be provided in advance of any payment or agreement to pay to another broker acting for buyer, and specify the amount or rate of any such payment.

### **Section 1.1 Types of Properties**

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

- residential • motel-hotel
- residential income • mobile homes attached to real estate
- subdivided vacant lot • mobile home parks
- land and ranch • commercial income
- business opportunity • industrial

#### **Section 1.1.1 Listing Subject to Rules and Regulations of the Service**

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

**Note 1:** New participants have seven calendar days to submit any current, active listings that predate their subscription to IRMLS. Pending listings may also be entered but are not required for entry. Any listings that are not in active status or pending status that predate subscription to IRMLS are not eligible for entry (e.g., sold, etc.).

#### **Section 1.1.2 Multi-property class listings**

Properties that qualify for entry into more than one property class (e.g., a property is zoned for both residential and commercial or a property zoned for both multi-family and commercial) may be entered in each property for which it qualifies. Each listing must have its own MLS number; the MLS number for each listing must be included in the Additional MLS Numbers field. All listings must be maintained and updated simultaneously within the MLS.

ONLY one of the listings can be reported as Closed; the second listing must be deleted from the system by requesting Association staff to delete the listing, such a request must be made within 48 hours after closing the other listing.

#### **Section 1.1.3 New Construction**

IRMLS accepts new construction listings that meet the entry requirements of the MLS, subject to the following:

- a. A new construction listing may be entered in the Residential property class if (i) the land is a platted site, (ii) it has a full street address, (iii) assigned tax key number, and (iv) a building permit has been issued.
- b. A new construction listing may be entered into in the Lot/Land property class, if it does not meet the requirements in (a) only if the land itself is for sale. The listing price can only reflect the price of the land.
- c. A new construction listing cannot be entered in both Residential and Lot/Land classes at the same time. The listing agent must contact MLS staff to close/delete the original Lot/Land listing prior to entry in the Residential class.
- d. The primary photo for all New Construction properties must be the "floor plan" of the home being built or architectural rendering. Additional photos are allowed and may include a photo or a rendering or model of a similar style property as long as a disclaimer is included on the photo noting this is a "similar" property and the photos are not deceiving/misleading. Photos must be updated as construction continues. Upon closing, a photo of the actual property must be submitted.
- e. Public remarks may contain items buyers may select as construction continues, no references to web sites are permitted in the public remarks.
- f. The term pre-sold is to be used only for custom built new construction sold prior to construction.

#### **Section 1.1.4 Mobile/Manufactured Homes**

Mobile / manufactured homes may only be listed in the MLS if they are sold in conjunction with real estate (land) or are on an extended ground lease such as a 99-year lease. Mobile / manufactured homes on rented or leased lots are not permitted.

### **Section 1.2 Detail on Listings Filed with the Service**

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

certify that the information on the Property Data Form is true and accurate to the best of their knowledge and belief; provided, however, that no field or supplement file on a listing in the Service may include an offer of compensation from seller or listing broker to cooperating brokers or an offer of a seller concession that is limited to or conditioned on the retention of or payment to any other brokerage. The MLS disclaims any and all liability for the publishing of any misinformation, unannounced deletions and exceptions or any errors common to the transactions and publishing of the detailed information.

**Note 1:** The Indiana Seller's Residential Real Estate Sales Disclosure shall be completed, signed, and uploaded to the Add/Edit Documents Link Tab in Paragon-at the time a listing is submitted into the MLS. Each line item must be checked regarding the seller's knowledge as to the condition. The only exceptions to this are per Indiana Code 32-21-5-1: transfers of property with more than 4 residential dwelling units, transfers ordered by a court in the administration of an estate, a foreclosure sale, a trustee in bankruptcy, eminent domain, decree for specific performance, divorce decree, property settlement agreement, deed in lieu of foreclosure, transfers by the fiduciary in the course of a decedent's estate, guardianship, conservatorship, or trust, and new construction.

### **Section 1.2.0 Accuracy of Listing Data**

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. All applicable disclosures must be uploaded in the Add/Edit Documents Link Tab of the MLS upon entry.

### **Section 1.2.1 Statuses**

The following Statuses are available in the IRMLS MLS system:

- **Active:** There is an active listing agreement, and the property is available for sale or lease, available for showings, and available for offers. Public marketing is permitted.
- **Active with Contingency (E.g., Cont-Acctng BackUp Offers, Cont-3<sup>rd</sup> Party Approval, Cont-1<sup>st</sup>ROR-Sudden Death, Cont-First Right, Cont-Other):** The seller has accepted an offer with a contingency but will consider back-up offers. The listing is active, public marketing is permitted, and is available for showings.
- **Cancelled:** The contract is void and the listings is removed from the MLS.
- **Expired:** The listing agreement has expired. No public marketing is permitted.
- **Listed Coming Soon:** The property has an active listing agreement and is available for sale or lease, public marketing is permitted but showings are not permitted. Use of this status must comply with the requirements in Section 1.2.2.
- **Leased:** The property has been leased.
- **Pending:** There is a pending offer on the property. Public marketing is permitted as agreed upon by seller and listing broker.
- **Sold:** The property has been sold when all funds have been disbursed.
- **Temp Off Market:** The property is moved to an off-market status for a period of time.
- **Withdrawn:** The listing has been withdrawn from the MLS prior to the expiration date, see Section 1.5 for more details. No public marketing is permitted.

### **Section 1.2.2 Listed Coming Soon**

Upon execution of a valid listing agreement and a *Listed Coming Soon Authorization Form* signed by seller, a property listing may use the "Listed Coming Soon" status, subject to these MLS rules and regulations.

- (a) *Listed Coming Soon Authorization Form* – The completed form must be submitted by the listing Participant to her/his Association.
- (b) *Data entry* – Listings in the Listed Coming Soon status must complete the Start/End Date field and the Start Showing Date field to indicate when the property will be Active and available for showings. All required fields and photos must be submitted when the listing is input into the MLS system.
- (c) *Temporary status* – The Listed Coming Soon status is a temporary status that can only be used once. A listing may use the Listed Coming Soon status for a maximum of 21 days after which the listing will automatically change to Active status. The listing broker can specify a shorter period of time (less than 21 days) for the Listed Coming Soon listing to automatically change to Active status. Additionally, the listing broker may change the listing to Active (or another status) at any time prior to the accrual of the 21 days; no other statuses can be changed to the Listed Coming Soon status. Days on market start when the listing is entered in the Listed Coming Soon status and continue to accrue when the listing goes to Active status.
- (d) *No showings or open houses* – A listing in the Listed Coming Soon status is not eligible for showings or open

houses. Any showings or open houses will disqualify the listing from the status and will trigger the listing to be changed to Active status within one (1) business day. Future showings and open houses may be scheduled for the property after the Start Showing Date.

- (e) *Display in MLS system and distribution* – Listings in the Listed Coming Soon status are displayed in the MLS system and are viewable to all participants and subscribers, and are distributed to MLS advertising data feeds, including broker public advertising (IDX) and real estate listings websites (public portal sites). Listings in the Listed Coming Soon status are distributed to VOWs and may be included in other MLS software (e.g., showing services).
- (f) *Marketing* – Participants and subscribers are permitted to share the listings in the Listed Coming Soon status with their clients and customers, but must indicate the date on which the listing will be Active (i.e., Start Showing Date), and publicly market listings in the Listed Coming Soon status in accordance with these MLS rules.

### **Section 1.2.3 Photograph and Media Requirements**

- a. Every listing in the MLS must have at least one photograph, which must be uploaded when the listing is entered. This requirement will be waived in the event the seller specifically instructs the listing agent, in the listing contract, to not include a photo. In such instances, the Listing Agent must place in the “Further Conditions” of the Listing Contract the words, “No exterior photos per seller.” The Remarks section of the MLS system shall include the same statement, “No exterior photos per seller.”
- b. The primary photograph must be the main exterior front view of the listed property (excluding new construction and lots/land – must be image of land, including aerial view). Virtually staged photographs may not be used for the exterior of a property. For water access property listings utilizing water view as main photo will be acceptable prior to closing, upon closing primary photo must consist of dwelling.
- c. Photos/digital images submitted to the MLS shall be limited to images of the listed property, floor plans of the listed property or renderings of the listed property.
- d. Photos/digital images shall not contain user/office contact information such as names, phone numbers, email addresses or website addresses, virtual tour links, or any copyright notices, including the use of embedded, overlaid, or digitally stamped information. Photos/digital images must not contain any images of people.
- e. Any image of a virtually staged room must be clearly labeled as such. Appropriate labels for these instances include, but are not limited to "facsimile," "virtually staged," and "digitally altered image".
- f. Virtual Media links must be entered into the appropriate fields for Unbranded and Branded virtual tours. "Unbranded" virtual tours or other virtual media must be entered in the Unbranded tour field; Unbranded links are viewable in the MLS System. "Unbranded" means that no aspect of the virtual media (which includes the web page on which the virtual media resides) can exhibit listing agent, office or broker name, phone number, email address, web address or other information of this nature that is not descriptive in nature and relevant to an accurate portrayal of the property being marketed. Branded virtual tours or other virtual media must be entered into the Branded tour field; Branded links are syndicated to third party websites. “Branded” means that the virtual media can contain listing agent, office or broker name, phone number, email address, web address or other similar information as part of the virtual media or web page on which it resides.
- g. MLS or Association staff may remove any noncompliant media.

### **Section 1.3 Exempt Listings**

If the seller refuses to permit a listing of an otherwise-eligible type to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the Association, but not disseminated to the participants. The participant must file the office exclusive listing with her/his Association by submission of the Office Exclusive Form within three calendar days of seller’s signature on the form, or substantially similar form that includes (i) a certification signed by the seller that she/he does not desire the listing to be disseminated by the service; (ii) that by not submitting the listing to the MLS, the listing will not be searchable in the MLS database, will not be disseminated to other IRMLS participants and subscribers; and (iii) is subject to the Clear Cooperation Policy. Association may share the completed Office Exclusive form with IRMLS.

**Note 1:** MLS participants must distribute exempt listings within one (1) business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.

#### **Section 1.4 Change of Status of Listing**

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the service within one (1) calendar day (excluding holidays) after the authorized change is received by the listing broker. All status changes, except for a change to "Sold", including but not limited to "Active" to "Pending", or "Active" to an "Active-Contingent", "Withdrawn", "Canceled" or "Sold", shall be reported to the Service by the listing broker within one (1) calendar day (excluding holidays) of an accepted offer to purchase or after written authorization of change is received by the listing broker. A Pending sale must be reported regardless of whether earnest money has been delivered or received. "Sold" status changes must be reported in accordance with Section 2.5.

**Note 1:** The selling date must be identified when the status of a listing submitted to the MLS is changed to pending.

**Note 2:** A Listing Broker that has a pending listing over 90-days old in the MLS (except for new construction which is allowed 270 days) will be given 30 days to verify the accuracy of the status or to close out the listing. MLS Staff has the authority to cancel the listing if the Listing Broker fails to respond within the 30-day timeframe. If the listing is still pending, the Listing Broker must provide an explanation to MLS staff and include the expected closing date.

#### **Section 1.5 Withdrawal of Listing Prior to Expiration**

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

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

#### **Section 1.6 Contingencies Applicable to Listings; Rights of First Refusal; Exclusions**

Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. The listing broker or its agents shall disclose to any agent requesting permission to show a property, at that time, the fact that there is a right of first refusal existing on that property. In order to advise the MLS Participants of an exclusion on a listing, the Excluded Party field must be completed.

**Note 1:** If a listing is in "Active-Contingent Accepting Back Up Offers" status the seller must continue to allow showings that are requested with reasonable notice; otherwise, it must be in pending status. Once all of the contingencies are met, the home must be put into "Pending" status within 1 business day. It is inappropriate to use this status simply to continue online syndication/advertisement/lead-generation if either (1) seller no longer wants to allow showings now that they're under contract and/or (2) once all contingencies have been met.

#### **Section 1.7 Listing Price Specified**

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

#### **Section 1.8 Listing Multiple Unit Properties**

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

**Note 1:** When a participant of the service has a single listing contract and the seller states they would "divide" the property. The listing must be entered as stated on the original listing contract and comment in the remarks section the seller may be willing to divide. Participant may not enter the original listing, then two more to show the dividing information. There should be no more than one listing per address.

**Note 2:** All properties should be entered in the MLS with their own MLS number and price as stated on the listing contracts. A note may be placed in the remarks about the other MLS numbers and total package price where (i) properties are listed separately with individual prices and contracts, but could be sold as a package, or (ii) if the properties are listed for one selling price and must sell together on one contract. The package must have its own listing contract and will only receive one

MLS number with the package price. Start data entry with one address, use the additional address field, list any remaining addresses in the remarks section.

**Section 1.9 No MLS Control of Commission Rates or Fees Charged to Participants**

The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain any division of commissions or fees or offers of compensation between cooperating participants or between participants and nonparticipants, or from sellers to participants or non-participants.

**Section 1.10 Expiration of Listings**

Listings filed with the multiple listing service will automatically be removed from the compilation of active listings on the expiration date entered in the MLS, unless prior to that date the expiration date is extended in the MLS.

If notice of renewal or extension is received after the listing has been removed from the compilation of active listings, the extension or renewal must be entered as a new listing. Extensions and renewals of listings must be signed by the seller(s).

**Section 1.11 Termination Date on Listings**

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

**Section 1.12 Mandatory Listing Area; Service Area**

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

**Section 1.13 Listing of Suspended Participants**

When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., maintaining REALTOR® membership, MLS bylaws, MLS rules and regulations, MLS participant and/or subscriber agreements, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the participant's option, be retained in the service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the MLS for failure to pay appropriate dues, fees, or charges, 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 her/his clients.

**Section 1.14 Listing of Expelled Participants**

When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., maintaining REALTOR® membership, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled participant shall, at the participant's option, be retained in the service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the MLS for failure to pay appropriate dues, fees, or charges, 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 her/his clients.

**Section 1.15 Listing of Resigned Participants**

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



### **Section 1.16 – Property Addresses**

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

### **Section 1.17 Listing Agent Must be Subscriber**

In order for a listing to be included in the MLS system, the listing agent must be a Subscriber affiliated with a Participant of the MLS who is a current member in good standing. Co-Exclusive listings with a Non-Participating office (or Non-Participating Branch Offices) of the MLS service are not accepted. A fine of \$350 will be assessed to the Participant if the co-exclusive listing is entered into the MLS system.

### **Section 1.18 Documentation Upon Request**

All MLS documentation and documentation related to the listing (e.g., listing agreement, addendums, etc.) must be provided immediately upon request, but no more than 24 hours after such a request by the Association or IRMLS. The listing broker grants the MLS permission to audit listing files to determine compliance with the MLS Rules & Regulations for up to one year past the closing or expiration date of the listing. If the Participant (or their Subscriber) does not comply with an audit request a fine of \$100 per day thereafter may be assessed and/or access to MLS data for that firm may be suspended until such compliance is obtained and/or the listing may be removed from the MLS system.

### **Section 1.19.1 Public Remarks Field**

It is the policy of the MLS that the Public Remarks Section in the MLS System must only be used for information that is descriptive and relevant to an accurate description of the listed property or information related to the transaction, for example, property amenities and features, the property's physical and aesthetic characteristics, and improvements. The MLS does not permit the placement of any contact information including listing agent, broker name, phone number, company names, email addresses, web addresses, talking ads, virtual tours, transaction tracking URLs, or other information of this nature that does not serve to describe the listed property is a violation. No showing instructions are permitted including references to lockbox, alarm, gate, or other security codes, or the occupancy of the property. No information directed toward real estate agents or brokers may be shown in public remarks. All remarks must comply with State and Federal laws. Any violation of this policy shall be considered a violation of the MLS Rules and IDX Policies.

### **Section 1.19.2 Agent Remarks Field**

The Agent Remarks field is confidential to participants and subscribers and is not available for display to the general public. The Agent Remarks field may contain additional information related to the listed property, firm/agent, contact information, web addresses, mortgage company names, short sale information, etc.

### **Section 1.20 Properties Subject to Auction**

A listing broker may submit a listing of an eligible listing type that is subject to auction. All listings subject to auction may only be entered into the appropriate Property Class with the Auction Yes/No field set to Yes. All required auction fields must be completed. The auction listings must display the exact list price as it appears on the Listing Contract (this can include \$0 as the list price when initially entered and the list price must be adjusted to the sold price when the listing is closed). The listing record for a property subject to auction must specify the type of auction (for example, absolute, minimum bid, or reserve—Agents will be required to remove the listing if it does not meet the qualifications.

### **Section 1.21 Teams**

Teams may, but are not required to, set up a "team" in the MLS. A "Team" is defined as two or more Brokers working together on real estate transactions. All licensed Brokers who engage in any "producing" activity that may lead to a listing, sale offer of management contract on a real estate property must be disclosed to the Association office as a Team participant. This includes Listing Agents, Buyers Agents and Assistants. Teams are subject to the following rules:

- a. When a Team wishes to be included in the MLS, the Team Leader must complete a Team Information Form and file it with the Association office. Any changes to the Team structure must be reported to the Association office within 24 hours by completing an updated Team Information Form.
- b. Only those Teams established in the MLS will be recognized as a Team for statistical reporting.
- c. Team production in the MLS shall become effective the date the Team is entered into Paragon by the Association office, no individual sale activity shall be back dated to be included in the Teams production.

- d. All listing and sale contracts must clearly show your Team name and individual name. For example: Blue Team-John Doe.
- e. All MLS listings will be entered under the Team name and individual Listing Agent name. For example: Listing Agent-John Doe. Team name-Blue Team.
- f. MLS sales may be entered under the Team name and individual Selling Agent name. For example: Selling Agent-John Doe. Team name-Blue Team or under the Team name and Team Leader name; such election must be made at the time of set-up.
- g. Teams may not use the “co-list” field to display individual/additional Team members for contact purposes, unless there is a signed co-list agreement for both brokers.

### **Section 1.22 Use of Listing Content from Previous Listing**

In the event a Participant (or one of its Subscribers) takes a listing on a property previously listed by another Participant in the MLS, the new listing Participant may not copy or otherwise duplicate the photographs or descriptive text fields from the previous listing record in the MLS system without the previous listing Participant’s written permission; if the Subscriber is the copyright owner of the photographs and descriptive text fields, written permission to use such content may be obtained from the Subscriber. “Descriptive text fields” include remarks and other “free-form” fields where the Participant and Subscriber have discretion regarding the contents of the field. This restriction does not apply to purely factual information (number of bedrooms, address, etc.).

## **2. Selling Procedures**

### **Section 2 Showings and Negotiations**

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

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

### **Section 2.0.1 Prospective Buyer Disclosures**

Participants must disclose to prospective buyers with whom they work in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in the Participant’s agreement with the buyer, or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable.

### **Section 2.0.2 Written Buyer Agreement Required**

A Participant working with a buyer must enter into a written agreement with the buyer prior to the buyer touring any listing. This requirement does not apply to potential buyers attending an open house that is open to the public (whether hosted by the listing broker or another firm), but it does otherwise apply to showings of properties by the listing broker. The written agreement must comply with the following:

- a. To the extent that the Participant will receive compensation from any source under the agreement, the agreement must specify and conspicuously disclose the amount or rate of compensation the Participant will receive or how this amount will be determined;
- b. Any amount of compensation reflected must be objectively ascertainable and may not be open-ended (e.g., “buyer broker compensation shall be whatever amount the seller is offering to the buyer” is considered open-ended);
- c. Such a Participant may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer, unless the Participant is the listing broker.

### **Section 2.1 Presentation of Offers**

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

### **Section 2.2 Submission of Written Offers**

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

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

### **Section 2.3 Right of Cooperating Broker in Presentation of Offer**

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

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, 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 2019)

### **Section 2.4 Right of Listing Broker in Presentation of Counter-offer**

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

### **Section 2.5 Reporting Sales to the Service; Sold Status Changes**

Status changes to "Sold", including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing broker within one (1) business day after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within one (1) calendar day (excluding holidays) after occurrence and the listing broker shall report them to the MLS within one (1) calendar day (excluding holidays) after receiving notice from the cooperating broker.

**Note 1:** The listing agreement of a property filed with the MLS by the listing broker must include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement must also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants.

**Note 2:** Reporting of the sale price is required by the MLS.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

**Note 3:** As established in the Virtual Office Website ("VOW") policy, sale prices can only be categorized as confidential in

states where the actual sale prices of completed transactions are not accessible from public records.

**Note 4:** Sold data, including all photographs, media, and content, is not permitted to be removed from the service after a sale has been processed; only typographical error corrections can be made to sold data. No listing history may be deleted from the service.

**Note 5:** The service does not accept preconstruction non-member sales if a subscriber was not part of the land transaction. Subscriber must obtain written permission from buyer to enter information into the MLS and forward such permission to the Association. After the home sale has closed, subscriber will obtain a new MLS number. Price must be land purchase plus house package for total sales price. The land price, house package price, and price of upgrades, and previous MLS number from land sale must be stated in the agent remarks. To maintain statistics and accuracy of the MLS, Subscriber must contact the Association within one business day to remove agent from the land transaction, as they will receive credit for the land transaction on the new MLS number.

### **2.5.1 Comparable-only listings**

Participants may, but are not required to, submit listings, once sold, for comparable-only purposes where (i) the selling agent is a participant in the MLS and participates in the sale of real estate but the listing agent is a nonoffice participant, (ii) the seller is a FSBO, or (iii) Office Exclusive listings. The selling agent may enter the listing for comparable-only purposes, subject to the following requirements:

- a. The listing may not be entered before the closing date.
- b. The listing must be entered into the MLS with all required fields completed and photo uploaded within seven business days after the closing date, including original list date, pending date, and closed date. For an Office Exclusive listing, the agent notes must state "Office Exclusive Listing".
- c. After submitting the listing, including all sold data, the closing statement, and Office Exclusive Form or FBSO/Non-Member Sales Form must be forwarded to the Association within three business days of submission of the listing. The closing statement must clearly show that the participant represented the buyer in the transaction. Association staff will audit the listing for compliance and make necessary changes (e.g., changing listing agent to FSBO, overriding Listing Div violation, etc.).
- d. The comparable-only submission must comply with all listing input and closed rules.

### **Section 2.6 Reporting Resolution of Contingencies**

The listing broker shall report to the multiple listing service within one (1) calendar day (excluding holidays) that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled.

### **Section 2.7 Advertising of Listings Filed with the Service**

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

### **Section 2.8 Reporting Cancellation of Pending Sale**

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

### **Section 2.9 Disclosing the Existence of Offers**

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

### **Section 2.10 Availability of Listed Property**

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

## **3. Refusal to Sell**

### **Section 3 Refusal to Sell**

If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and condition stated in the listing, such fact shall be transmitted immediately to the service and to all participants.

## **4. Prohibitions**

### **Section 4 Information for Participants Only**

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

### **Section 4.1 For Sale Signs**

Only the for-sale sign of the listing broker may be placed on a property. All real estate signs must be maintained in compliance with the local sign ordinances applicable to the property.

### **Section 4.2 Sold Signs**

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. Within 10 days after the closing of a sale, all Sold signs on the property must be removed.

### **Section 4.3 Solicitation of Listing Filed with the Service**

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

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

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

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

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

### **Section 4.4 Use of the Terms MLS and Multiple Listing Service**

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

### **Section 4.5 Services Advertised as “Free”**

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

### **Section 4.6 Fair Housing**

IRMLS and Associations are committed to compliance with federal, state, and local fair housing laws and opposes discrimination in housing based on race, color, religion, sex, handicap, familial status sexual orientation, gender identity, and national origin. From time to time, IRMLS may modify or request that a participant or subscriber modify their listing content that may violate any fair housing law or the NAR Code of Ethics. Participants and subscribers may report potential violations of fair housing laws to IRMLS at [info@reindiana.com](mailto:info@reindiana.com) or participant's Association.

#### **Section 4.7 Non-filtering of Listings**

Participants and subscribers must not filter out or restrict MLS listings that are communicated to consumers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

### **5. No Broker Compensation on Listings**

#### **Section 5 No Offers of Compensation Permitted in The Service**

Participants, Subscribers, or their sellers are prohibited from making any offer of compensation to other Participants via the Service on any listing filed with the Service in the Service's database.

#### **Section 5.1 No Reporting of Compensation**

Participants are prohibited from disclosing on the Service the amount of negotiated commission in listing contracts, or total brokerage compensation (i.e., the combined compensation to both listing brokers and cooperating brokers), and the Service shall not publish any commission on a listing that has been submitted to the Service by a Participant. 5.1 Listing Participant must not include in the sold comments field, any references to compensation paid to listing Participant or cooperating Participants.

#### **Section 5.2 Display of Listing Broker's Offer of Compensation**

If the listing broker operates a website or other electronic service where it displays its own listings as well as those of other Participants, the listing/displaying broker may display offers of compensation to buyer brokers or other buyer representatives only on the listing/displaying broker's own listings.

#### **Section 5.3 No Support of Compensation Platforms**

Any Participant's use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and will result in termination of the Participant's access to any MLS data and data feeds.

#### **Section 5.4 Disclosing Potential Short Sales**

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

#### **Section 5.5 Participant as Principal**

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

#### **Section 5.6 Participant as Purchaser**

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

### **6. Service Charges**

#### **Section 6 Service Fees and Charges**

**6.1** Each Association that provides multiple listing service via IRMLS shall establish its own schedule of service fees, dues, and charges, which may include an initial participation fee(s) and recurring participation fee(s), for MLS service. Each Association shall establish the terms and conditions related to payment of fees and charges, and bill and collect payment from participants and/or subscribers directly.

**6.2** Each Association shall adopt and implement a policy that provides participants with 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. The Association 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.

**6.3** IRMLS shall establish a schedule of fees for data feeds for participant use of MLS data; such uses include IDX, VOW, firm internal, and valuation purposes. IRMLS shall collect data feed fees directly from participants, subscribers, and third-party vendors, as appropriate.

## **7. Compliance with Rules**

### **Section 7 Compliance with Rules—Authority to Impose Discipline**

By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision, and the MLS policies of their respective Association.

IRMLS or Association may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

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

**Note 1:** 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 of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the IRMLS Board of Directors or Association, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(Amended 03/15)*

**Note 2:** MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

**Note 3:** A Participant (or one of its Subscribers) may not use the Further Listing Conditions, Amendments, Addendums, or any other Forms or Agreements to circumvent the Rules, Regulations, and / or Policies of IRMLS in any way on any Listing Contract or Listing within the MLS.

### **Section 7.1 Compliance with Rules**

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

- a. for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the service shall be suspended until service charges or fees are paid in full;

b. for failure to comply with any other rule, the provisions of Section 9 shall apply.

### **Section 7.2 Applicability of Rules to Users and/or Subscribers**

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the participant to the same or other discipline. This provision does not eliminate the participant's ultimate responsibility and accountability for all users or subscribers affiliated with the participant. *(Adopted 4/92)*

## **8. [RESERVED]**

## **9. Enforcement of Rules or Disputes**

### **Section 9 Consideration of Alleged Violations**

The IRMLS Board of Directors or Association, as appropriate, 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, and the participant or subscriber agreement with IRMLS, the enforcement of which is at the discretion of the IRMLS Board of Directors and Association, as further described herein.

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

### **Section 9.1 Violations of Rules and Regulations**

If the alleged offense is a violation of the rules and regulations of the service, except as described below in Section 9.2, and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Association, and if a violation is determined, the Association 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 its bylaws and rules and regulations within twenty (20) days following receipt of the directors' decision.

If, rather than conducting an administrative review, the Association has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the Association within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the Association.

### **Section 9.2 Violations of data compliance and security policies**

If the alleged offense is a violation of the IRMLS IDX policy (see Section 18), VOW policy (see Section 19), or data security policy, and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by IRMLS in accordance with the IRMLS Data Compliance Policy, adopted by the IRMLS Board of Directors on June 22, 2016. Consistent with the Data Compliance Policy, and if a violation is determined, IRMLS may direct the imposition of sanction. Any appeal of the decision of IRMLS may be appealed to the IRMLS Board of Directors within twenty (20) days of IRMLS's decision.

### **Section 9.3 Violations of the Clear Cooperation Policy**

If the alleged offense is a violation of the Clear Cooperation Policy (see Section 1.01) and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Association where the listing participant participates, in accordance with that Association's enforcement procedures and these rules. Each Association's disciplinary measures must include, at a minimum, the following sanctions, per subscriber: first violation: written warning, second violation: \$500 fine, third violation: \$1,500 fine, for additional violations after three violations, the



participant and subscriber must appear before the IRMLS Board of Directors and the IRMLS Board of Directors will consider the imposition of sanction(s) in accordance with Section 7. Determinations by the IRMLS Board of Directors are final.

Participants and subscribers may report complaints of non-compliance with IRMLS's Clear Cooperation Policy (see Section 1.01) by submitting the Clear Cooperation Policy Reporting Form to their local Association. IRMLS and the Associations will work together to consider reported, alleged violations.

#### **Section 9.4 Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred by IRMLS to Association for appropriate action in accordance with the professional standards procedures established by the Association.

**Note 1:** All REALTOR® members are bound by the REALTOR® Code of Ethics and Standards of Practice. Participants and their licensees who are REALTORS® must be familiar with the specifics for adherence to the most recent version of the National Association of REALTORS® Code of Ethics and Standards of Practice.

#### **Section 9.5 Complaints of Unauthorized Use of Listing Content**

IRMLS may investigate suspected unauthorized use of the MLS or listing content, including password sharing and similar activities. Additionally, any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to IRMLS and participant's Association executive. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to IRMLS and participant's Association executive not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.5 of the MLS rules.

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

If the IRMLS staff determines that the use of the content was unauthorized, IRMLS staff may issue a sanction pursuant to Section 7 of the IRMLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction in accordance with these rules. IRMLS staff may refer any notice or discovery of unauthorized use to the IRMLS Board of Directors. Any appeal of an IRMLS staff sanction will be heard by the IRMLS Board of Directors.

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

#### **Section 9.6 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.

## **10. Confidentiality of MLS Information**

### **Section 10 Confidentiality of MLS Information**

Any information provided by the multiple listing service to the participants shall be considered official information of the service. Such information shall be considered confidential and exclusively for the use of participants and real estate licensees affiliated with such participants and those participants who are licensed or certified by an appropriate state

regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such participants.

**Note 1:** Information regarding new listing, changes, sales, etc., processed through the MLS should be regarded as “privileged” for use by participants and subscribers in accordance with these rules. Such information should not be disclosed to service companies such as movers, insurance agents, etc. or others that are not members of the Service.

### **Section 10.1 MLS not Responsible for Accuracy of Information**

The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participants. 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.

## **11. Ownership of MLS Compilation\* and Copyright**

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

IRMLS maintains written participant and subscriber agreements with participants, subscribers, and users of the MLS service. At the option of each participant, the copyrights in the property listing content may be assigned to IRMLS pursuant to the participant agreement between the participant and IRMLS. In the event there is no assignment, participant licenses the property listing content to IRMLS as described in the IRMLS’s participant agreement and Section 11.0. Participants’ and subscribers’ obligations in these MLS rules are cumulative to participant’s and subscribers’ obligations under their respective participant or subscriber agreement with IRMLS.

### **Section 11.0**

Subject to the terms of IRMLS participant and subscriber agreements, 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 is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from and against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (M 2019)

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

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

To qualify for this safe harbor, the OSP must:

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

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

### **Section 11.1**

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by the IRMLS and in the copyrights therein, shall at all times remain vested in the IRMLS.

### **Section 11.2**

Each participant shall be entitled to lease from the IRMLS a number of copies of each MLS compilation sufficient to provide the participant and each person affiliated as a licensee (including licensed or certified appraisers) with such participant with one copy of such compilation. The participant shall pay for each such copy the rental fee set by the association. This section should not be construed to require the participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the association. Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

## **12. Use of Copyrighted MLS Compilation**

### **Section 12 Distribution**

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

### **Section 12.1 Display**

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

### **Section 12.2 Reproduction**

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

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any

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

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 a particular property for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement were deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 3/15)

### **13. Use of MLS Information**

#### **Section 13 Limitations on Use of MLS Information**

Use of information from MLS compilation of current listing information, from the MLS's statistical report, or from any sold or comparable report of the association or MLS for public mass-media advertising by an MLS participant or in other public representations, may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the association or its MLS, including advertising containing charts, graphs, or statistical information must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the IRMLS from the period (*date*) through (*date*). IRMLS does not guarantee and disclaims the accuracy of such information.

**Section 13.1 Use of term "MLS" on Internet sites:** Nowhere on a web site that displays listings obtained through the MLS may there be any assertion, reference, indication or suggestion that "the MLS", "the Multiple Listing Service", "the Multiple Listing System", "Indiana Regional MLS", "IRMLS", "Regional MLS", can or is being searched or viewed.

**Section 13.2 Confidential Information: A participant shall not make available or display to prospective purchasers, buyers, or tenants any of the following:**

- (a) The type of listing agreement, i.e., exclusive right to sell or exclusive agency
- (b) The seller's and/or occupant's name(s), phone number(s), or email addresses)
- (c) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security information of listed property

**Section 13.3** A Participant shall cause any listing that is distributed to prospective purchaser or buyers to identify the name of the listing firm in a readily visible color, in a reasonable prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 13.4** A Participant shall limit the number of listings distributed to prospective purchasers or buyer to not more than 500 listings in response to any inquiry.

**Section 13.5 Passwords**

Access to the MLS system is prohibited by anyone other than the individual Subscriber. Password information must remain confidential and may not be used by anyone other than the designated Subscriber.

**14. Changes in Rules and Regulations**

**Section 14 Changes in Rules and Regulations**

Amendments to these MLS rules and regulations shall be by consideration and approval of the IRMLS Board of Directors. Associations may submit requests for MLS rules and regulations changes to the IRMLS Board of Directors for their consideration.

**15. [RESERVED]**

**16. [RESERVED]**

**17. Orientation**

**Section 17 Orientation**

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

Participants and subscribers may be required, at the discretion of the Association, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the Association 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.

## **18. Internet Data Exchange (IDX)**

Amended 1/4/2016 – 5/18/2016

Amended January 2018, March 2019, February 2022

### **Section 18 IDX Defined**

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants *via the following authorized mediums under the participant's control, websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing. (Amended 5/17) M*

### **Section 18.1 Authorization**

Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame, or display the aggregated MLS data of other participants.

### **Section 18.2 Participation**

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

Agents will follow the decision of their Managing Broker with regard to participation in IDX. Under no circumstances may an Agent operate an IDX site without the written consent of their Managing Broker. Agents operating an IDX site shall do so under the Managing Broker's consent and control.

#### **Section 18.2.1**

Participants (and Subscribers, with Participant's written consent) must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

#### **Section 18.2.2**

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

#### **Section 18.2.3**

Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible websites or VOWs *or other electronic forms of display or distribution. (Amended 5/17)*

#### **Section 18.2.4**

Participants may select the listings they choose to display *through* IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family, or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed *through* IDX must be independently made by each participant. *(Amended 2/2/22) M*

#### **Section 18.2.5**

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve hours. Amended 2/18/2015

#### **Section 18.2.6**

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

#### **Section 18.2.7**

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

### **Section 18.2.8**

Any IDX display controlled by a participant or subscriber that

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

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

### **Section 18.2.9**

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

### **Section 18.2.10**

A MLS Participant (or where permitted locally, a MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available for him/her MLS IDX feeds provided all such displays are consistent with 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 in a single property search of multiple IDX 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. **M** Amended 2/18/2015.

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

***18.2.12** – All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the medium used in the display of listing data. (Amended 2/2/2022) M*

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

## **Section 18.3 Display**

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

### **Section 18.3.1**

Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g. showing instructions, and property security information) may not be displayed. (Amended 2/2/22)

#### **Section 18.3.1.1**

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

### **Section 18.3.3 [RESERVED]**

### **Section 18.3.4**

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

### **Section 18.3.5**

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

### **Section 18.3.6 Deleted November 2006**

### **Section 18.3.7**

All listings displayed pursuant to IDX shall show the MLS as the source of the information. *(Amended 5/17)*

### **Section 18.3.8**

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. *(Amended 5/17)*

### **Section 18.3.9**

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. *(Amended 11/17)*

### **Section 18.3.10**

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

### **Section 18.3.12**

Display of expired and withdrawn listings is prohibited. Sold and Pending Listings may be displayed. *(Amended 2/2/22)*

### **Section 18.3.13**

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

### **Section 18.3.14**

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

### **Section 18.3.15**

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

### **Section 18.3.16**

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.

## **Section 18.4 Service Fees and Charges**

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



## **19. Virtual Office Websites (VOWs)**

Amended Jan 2018; Jan 2019; February 2022

### **Section 19.1 VOW Defined**

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

### **Section 19.2**

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

### **Section 19.3**

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

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

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

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

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

i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant

ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use

iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW

iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property

v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database

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

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

#### **Section 19.4**

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

#### **Section 19.5**

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

**Section 19.6**

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

|   |
|---|
| <p><b>Seller Opt-Out Form</b></p>   |
| <p>1. Please check either Option a or Option b</p> <p style="padding-left: 40px;">a. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.</p> <p style="padding-left: 40px;">b. <input type="checkbox"/> I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.</p> |
| <p>2. I understand and acknowledge that, 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.</p>   |
| <p>_____</p> <p>initials of seller</p>  |

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

**Section 19.7**

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

**Section 19.8**

A participant’s VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The participant shall correct or remove any false information relating to a specific property within two (2) calendar days (excluding holidays) following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

**Section 19.9**

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

**Section 19.10**

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

**Section 19.11**

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

**Section 19.12**

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

**Section 19.13**

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

**Section 19.14**

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

**Note:** Adoption of Sections 19.15 through 19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on participants' use of MLS listing information in providing brokerage service through all other delivery mechanisms.

**Section 19.15**

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

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

**Section 19.16**

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

**Section 19.17**

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

**Section 19.18**

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

**Section 19.19**

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

**Section 19.20**

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

**Section 19.21**

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, 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 19.22**

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

**Section 19.23**

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 19.24**

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

**Section 19.25**

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within two (2) calendar days (excluding holidays).

## **20. Brokerage Back Office Feeds**

Participants are entitled to use the BBO Data for BBO Use subject to the provisions of this policy:

### **Section 20.1 BBO Data Defined**

“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 BBO use.

### **Section 20.2 BBO Use Defined**

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

- (1) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant;
- (2) 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;
- (3) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant;
- (4) Marketplace statistical analysis and reports in conformance with these rules.

### **Section 20.3 BBO Use by Participant**

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.

### **Section 20.4 No Opt Out**

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