RULES AND REGULATIONS OF THE GREAT PLAINS REGIONAL MLS LLC
(07/21/2026)

M = NAR Mandatory MLS Rule

PURPOSE OF A MULTIPLE LISTING SERVICE

Purpose: 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. *(NAR Section 2 Purpose Amended 8/24)* 2/19 (Amended 7/24, 8/24)

PARTICIPATION

Participation Defined: Any REALTOR® of any association 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 bylaws, shall be eligible to participate in multiple listing upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service membership or participation unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. *(NAR Section 4 Participation Amended 8/24)* 2/19 (Amended 7/24, 8/24)

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). "Actively" means on a continual and ongoing basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a "Virtual Office Website" (VOW) (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant

or potential Participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants. *(NAR Section 3 Participation Amended 8/24)* 2/19 (Amended 7/24, 8/24)

Principal's Rights: The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the "Participant" shall have all rights, benefits, and privileges of the MLS, and shall accept all obligations to the MLS for the Participant's firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the MLS by all persons affiliated with the participant who utilize the MLS. 2/19

Application for Participation: Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors and made available to any REALTOR® principal any REALTOR® board requesting it. The application form shall contain a signed statement agreeing to abide by the rules and regulations of the MLS as from time to time amended or adopted. Subscribers (or users) of the MLS include non-principal brokers, sales associates, and registered, licensed and certified appraisers affiliated with Participants. 2/19

Discontinuance of Service: Participants of the MLS may discontinue service by giving the MLS 30 days written notice and may reapply to the MLS by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid. 2/19

Subscribers: Subscribers of the MLS include brokers, other than Participants, sales associates, and licensed, registered, and certified appraisers affiliated with Participants. 2/19 (Amended 2/26)

Agency: In the MLS, the cooperating broker in a cooperative real estate transaction is either the subagent of the listing broker, the agent of the buyer, or acts in another recognized agency or non-agency capacity. Such relationships must be fully disclosed to all parties to the contract and to all brokers involved. 2/19

LISTING PROCEDURES

Section 1 Listing Procedures: Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the service area of the multiple listing service, and are taken by participants on exclusive right-to-sell or exclusive agency agreements shall be delivered to the multiple listing service within 2 days after all necessary signatures of seller(s) have been obtained:

A. Single family residences (including residences on tracts up to and including ten (10) acres.

B. Duplexes, multiplexes, and apartments up to and including four (4) residential units, (residences converted into apartments shall be included in this rule.)

C. While it is optional to submit other real property listings, Participants are encouraged to do so as a service to the public.

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

- 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 multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to cooperate with other participants of the multiple listing service acting as subagents, buyer agents, or both.

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

The different types of listing agreements include:

- exclusive right-to-sell
- exclusive agency
- open
- net

The service may not accept **net listings** because they are deemed unethical and, in most states, illegal. **Open listings** may be accepted at local MLS discretion except where required by law. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

The **exclusive right-to-sell listing** is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

The **exclusive agency listing** also authorizes the listing broker as exclusive agent, to cooperate with other brokers in the sale of the property, 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: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept net listings and may decline to accept open listings at local discretion (except where acceptance is required by law), and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. *(NAR Adopted 11/92, Amended 4/92, 11/96, 11/01, 11/17, 8/24, 11/25)* 2/19 (Amended 7/24, 8/24, 2/26) **M**

Section 1.01 Clear Cooperation: Within 1 day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. *(NAR 1.01 Adopted 11/19)* 1/20

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, 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. **M**

Section 1.1 Listings Subject to Rules and Regulations of the Service: Any listing taken on a contract to be filed with the multiple listing service is subject to the rules and regulations of the service upon signature of the seller(s). *(NAR 1.1.1)* 2/19

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. *(NAR 1.2)* 2/19

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. *(NAR 1.2.0)* 1/21 **M**

Section 1.3 Multiple Listing Options for Sellers:

Office Exclusive: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

Exempt Listing Disclosure: The filing of an office exclusive exempt listing with the MLS must be pursuant to a certification signed by the seller, obtained by the listing broker which includes:

- disclosure about the professional relationship between the Participant and the seller;
- acknowledgement that the seller understands the MLS benefits they are waiving, such as broad and immediate exposure of their listing through the MLS; and
- confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules. See Section 1 Listing Procedures.

Note 1: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.01 Clear Cooperation. *(NAR 1.3, Amended 3/25, 11/25)* 2/19 (Amended 6/25, 2/26) **M**

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) day after the authorized change is received by the listing broker. *(NAR 1.4)* 2/19

Section 1.5 Withdrawal of Listing Prior to Expiration: Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the multiple listing service may remove the listing at the request of the seller. *(NAR 1.5 Adopted 11/96)* 2/19 **M**

Section 1.6 Contingencies Applicable to Listings: Any contingency or conditions of any term in a listing shall be specified and noticed to the participants. *(NAR 1.6)* 2/19

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. *(NAR Amended 11/92)* 2/19 **M**

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. *(NAR 1.8)* 2/19

Section 1.9 No Control of Commission Rates or Fees Charged by Participants: The multiple listing service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, the multiple listing service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants. *(NAR 1.9)* 2/19 **M**

Section 1.10 Expiration of Listings: Listings filed with the multiple listing service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service. *(NAR 1.10 Amended 11/01)* 2/19 **M**

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. *(NAR 1.11)* 2/19 **M**

Section 1.12 Service Area: Only listings of the designated types of property located within the service area of the MLS (Appendix C) are required to be submitted to the service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a participant but cannot be required by the service. *(NAR 1.12 Amended 11/17)* 2/19 (Amended 2/26) **M**

Section 1.13 Listings of Suspended Participants: When a participant of the service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended participant shall, at the 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 association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or

charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised, in writing, of the intended removal so that the suspended participant may advise his clients. *(NAR 1.13)* 2/19 **M**

Section 1.14 Listings of Expelled Participants: When a participant of the service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS 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 association (except where MLS participation without association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised, in writing, of the intended removal so that the expelled participant may advise his clients. *(NAR 1.14)* 2/19 **M**

Section 1.15 Listings of Resigned Participants: When a participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned participant's listings from the MLS, the resigned participant should be advised, in writing, of the intended removal so that the resigned participant may advise his clients. *(NAR 1.15)* 2/19

Section 1.16 Time Periods: All time periods referred to herein concerning filing and/or reporting shall begin on the date of listing or date of action. Saturdays, Sundays, and Federal Holidays as identified on https://tinyurl.com/FedHolSch are excluded from the calculation of said time periods unless otherwise stated. 2/19

Section 1.17 Listing Input, Listing Maintenance, Electronic Key, and Password Policies:

I. <u>Listing Entry</u> *

A. Listing Submission: All Residential listings including new construction must be entered into the MLS within 2 days of the listing date unless marketed. 2/19

1. Pursuant to Rule 1.01, within 1 day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. *(NAR 1.01 Adopted 11/19)* 1/20

a. Office Exclusive/Off-MLS listings where the listing is kept solely at the listing Firm and not marketed to any individual outside the listing Firm are not, for the purposes of Rule 1.17 (I)(A)(1), considered to be public marketing, and are not, therefore, required to be submitted to the MLS. If the listing is marketed to any individual outside the listing Firm the listing broker must submit the listing to the MLS for cooperation with other MLS

Participants within 1 day.

2. Pursuant to Rule 1.3, if the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (Office Exclusive/Off-MLS) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service. Office Exclusive/Off-MLS listings where the seller refuses to permit the listing to be disseminated must have the Elimination of MLS Benefits Addendum and corresponding listing agreement submitted to the MLS office within two days of the list date on the listing agreement. 5/21 (Amended 8/21)

3. Violations of Rules 1.17(I)(A) – 1.17(I)(A)(a) shall be subject to the fine structure outlined below:

- 1st offense: $100, plus a fine of $100 for each additional day once notified by the MLS.
- 2nd offense: $500, plus a fine of $100 for each additional day once notified by the MLS.
- 3rd offense: $1,000, plus a fine of $100 for each additional day once notified by the MLS.
- 4th offense: Fine to be determined by the GPRMLS Board of Directors. (1/20) (Amended 2/26)

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

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

***Note:** There is no maximum limit on fines. The MLS Board retains full authority to impose penalties, including fines of any amount, based on the severity of the violation. 2/19 (Amended 2/26)

B. List Date: "List Date" in the MLS will be the beginning of the listing term as specified in the Listing Agreement. 2/19

C. Listing Agreements: One of the purposes of the MLS is to accumulate and disseminate listing information among Participants. Properties that are not, in fact, subject to a valid listing agreement and being offered for sale through the listing brokerage, are not to be listed in the MLS with the exception of model homes and properties subject to a compensation agreement. 2/19

D. Comparable Only Entry: The Participant of a buyer's agent representing the buyer of a property not listed with any Participant, may enter the property data in the MLS after the closing of the property for statistical and comparable purposes with the written consent of the owner of the property. If entered in the MLS, the following guidelines apply:

1. The property must be entered with a 'SOLD' status within 7 days of the closing date.

2. 'No Listing Agr.-Comparable Only' must be checked under 'Agreement Type' in MLS.

3. All required fields for a 'SOLD' property must be populated.
4. Enter buyer's agent as both the Listing Agent and Selling Agent.
5. Properties not subject to a listing agreement will not be available through syndication, IDX or VOW sites, or through email notifications in the MLS but will be included in MLS stats. 2/19 (Amended 8/24)

E. Listings Unavailable for Showings: Active listings unavailable for showings for more than 7 calendar days must be in the 'Coming Soon - No Showings' or 'Hold – No Showings' statuses the Residential and Multifamily Classes in the MLS.

1. **'Coming Soon - No Showings' Status** (No showings at the beginning of listing period)**:** Listings not available for showings within 7 calendar days of the list date when input in the MLS system shall be entered with the 'Coming Soon - No Showings' status. *****
   - **a.** Listings in the 'Coming Soon - No Showings' status are available via syndication, IDX, VOW, and available through Paragon automatic email notifications and in the Collaboration Center.
   - **b.** Days on Market will be accumulated in the MLS while the listing is in the 'Coming Soon - No Showings' status.
   - **c.** Listings can remain in the 'Coming Soon - No Showings' status for up to 21 days.
   - **d.** An 'Available to Show Date' field is required to be populated when the status of 'Coming Soon - No Showings' is selected. The date can be adjusted in the MLS as needed.
   - **e.** Listings in the 'Coming Soon - No Showings' status will be updated automatically to add 'COMING SOON – THIS PROPERTY NOT AVAILABLE FOR SHOWINGS' as the first words in Public Remarks

***** Listings not immediately available for showings but available for showings within 7 calendar days of the list date can be entered in the 'New' status. Showing availability must be disclosed in Public and Agent Remarks.

2. **'Hold – No Showings' Status** (showings suspended after listing has been in 'Active' status)**:** Active listings, which become unavailable for showings for a period that extends beyond 7 calendar days must be updated to the 'Hold – No Showings' status. ******
   - **a.** Listings in the 'Hold – No Showings' status are available via syndication, IDX, VOW, and available through Paragon automatic email notifications and in the Collaboration Center.
   - **b.** Days on Market will be accumulated in the MLS while the listing is in the 'Coming Soon - No Showings' status.
   - **c.** There is no limitation on the length of time a listing can remain in the 'Hold – No Showings' status.
   - **d.** An 'Available to Show Date' field is required to be populated when the status of 'Hold – No Showings' is selected. The date can be adjusted in the MLS as needed.
   - **e.** Listings in the 'Hold – No Showings' status will be updated automatically to add 'HOLD – THIS PROPERTY IS NOT AVAILABLE FOR SHOWINGS' as the first words in the Public Remarks.

****** Listings which become unavailable for showings for 7 calendar days or less once a listing has been in the 'Active' status can remain in the 'Active' status. Showing availability must be disclosed in Public and Agent Remarks. 2/19 (Amended 12/24, 4/26)

F. Duplicate Listings: All duplicate Listings must be cross-referenced in the 'Agent Remarks' field by MLS number, i.e., "Duplicate Listing #123456." Only one Listing may be placed on pending (or sold) status, with the other duplicate Listing being withdrawn at the time the Listing goes under contract. 2/19

G. Bedrooms Field: The "Bedrooms" field in the MLS is to be populated with conforming bedrooms only (in terms of egress). 2/19

H. Data Integrity: Inaccurate or incomplete data is subject to the fine policy in Section 1.18(A). 2/19

II. Status Changes

A. Status Changes: Status changes, with the exception of final closing of sales, shall be reported to the MLS by the listing broker within 2 days after they have occurred. If the status "Active, No Show" is indicated in the MLS, the status must be changed to "Active" before showing the property to prospective purchasers. 2/19 (Amended 11/21)

1. Status Changes for the final closing of sales shall be reported to the MLS by the listing broker within 5 days after they have occurred.
2. Fine: $100 per each violation, plus a fine of $100 for each additional day the status remains incorrect once notified by the MLS.
3. Violations may be considered as evidence in a Professional Standards matter against the listing agent.

B. Contract-Pending Listings:

1. Pursuant to Rule 2.1, when a seller accepts an offer to purchase, the property's Active status must be changed to Pending within 2 days, unless specified in subsections 2. through 4. below.
2. If a seller instructs that the listing maintain its active status in an effort to attract backup offers, "Yes" must be selected in the field for "Contract Pending" to effectively add the words "Contract Pending" as the first words in Public Remarks by the end of the next day of the earlier contract acceptance, and the listing may maintain Active status.
3. If the seller has accepted an offer to purchase which includes a provision that the contract may be terminated by the seller unilaterally and immediately by acceptance of a subsequent offer, the listing may maintain Active status without the words "Contract Pending."
4. When a seller accepts an offer to purchase which is contingent upon the sale or closing of another property owned by the buyer, and the seller must give the first buyer the opportunity to remove the home sale contingency prior to the acceptance of a subsequent offer, selecting "Yes" in the "Contract Pending" field may be replaced by selecting "Yes" in the "Home Sale Contingency" field to effectively add the words "Subject to Existing Home Sale Contingency" as the first words in Agent Remarks, and the listing may maintain its Active status. 2/19 (Amended 1/21, 2/26)

III. Model Homes & New Construction

A. Model Homes for Sale: If a model home is listed for sale, it must be subject to a valid listing agreement and include the total price for the home with the lot unless it is clearly indicated in the

public remarks section. If closing and possession are not readily available, an estimated future date must be specified in the public remarks section. 2/19

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

C. New Construction: New construction listings must include the total price for the home with the lot unless it is clearly indicated. If the sale is contingent on a buyer entering into a construction contract with a particular builder, that information must also be disclosed in the public remarks section. 2/19

IV. Confidential and Third-Party Information

A. Confidential Information: Any personal information related to the seller or landlord, or the showing of the property shall not be entered in any field, or featured on any graphic, that is publicly viewable. 2/19

B. Third Party Information: Third-party promotional or advertising information including, without limitation, company names, logos, URLs, trademarks, trade names, and the like shall not be permitted to be displayed in text fields, system graphics, or other publicly viewable fields, not including property related reports or documents directly related to the condition of the real property. 2/19 (Amended 8/23)

C. Agent Reports Available Only To Participants And Subscribers: Any and all reports generated by or available from the MLS Database which are designated as any type of "Agent" report shall not be provided or made available to any person or party other than a Participant or Subscriber. 2/19

D. Security and Lockbox Codes: MLS listings are not to include security codes (lockbox, gate, garage, etc.). 2/19

V. Subscriber/Participant Information

A. Information regarding the listing agent or the listing firm shall be allowed only in the "Agent Remarks," "Office Remarks," or "Syndication Remarks" and other data fields that are specifically labeled for such information and shall not be permitted to be displayed in text fields, graphics, or hypertext-linked displays that are publicly viewable, not including required associated documents outlined in Section 1.17(VII)(E). 2/19 (Amended 8/23)

VI. Photos

A. Photo Guidelines: All listing photographs or graphics must directly promote the listed property and its amenities.

1. Any listing photograph that prominently features a yard sign, where the yard sign exceeds ten percent of the photograph's area, or where an agent's name or contact information is legible is prohibited.

2. Any property photo must promote the property for sale and its amenities and is to contain no other text, graphics, or other messages, except identifying watermarks as outlined in 1.17 (VI)(D). The MLS Staff is directed to delete any property pictures that display anything else, including deleting pictures and property information and/or the complete listing if necessary. 2/19 (Amended 3/22)

The above restrictions do not apply to:

- **a.** Plat maps, floor plans, and relevant renderings of the property
- **b.** Property location indicators on photos (i.e., arrow indicator pointing to the property in an aerial view photo) 2/19 (Amended 5/22)
- **c.** Wildlife and livestock in photos taken on the property and not altered (9/23)

3. Listing photographs input in the MLS where the photograph does not feature the actual property, or features altered photographs of real property, must clearly disclose on the face of the photograph that the photos are not of the actual property, and/or it must be disclosed in the Public Remarks in the MLS which photographs do not feature the actual property.

- **a.** If photographs of a similar property or model home are used, "Similar Property" or "Model Home" must be clearly disclosed on listing photographs and/or it must be disclosed in the Public Remarks in the MLS which photographs are of a model home or similar property (9/22)

4. MLS Listing photographs **cannot**:

- **a.** Alter the true picture of the property or the property surroundings
- **b.** Be a misleading or fraudulent representation of the property or property surroundings
- **c.** Exclude or edit any potentially negative visual elements (i.e., removing powerlines, water towers, highways, train tracks, moving/adding walls, modifying visible structural issues, etc.)
- **d.** Be modified to include or remove elements not within a property owner's control
- **e.** Be modified to remove, alter, or add permanent fixtures of the property (8/22)

5. MLS Listing photographs **can**:

- **a.** Be altered to add, replace, or remove personal property (i.e., personal photographs on walls, rugs, decorations, mirrors, etc.)
- **b.** Include simulated photos accurately depicting the property and/or property surroundings
- **c.** Include virtually staged photos accurately depicting the property and/or property surroundings (8/22)

B. Use of Photos: If a listing agent places photographs in the MLS, those photographs may not be used by another listing agent who subsequently lists the property without the permission of the original listing agent. 2/19

C. Broker/MLS Watermarks: MLS photos and the watermarks on photos must be clearly visible on all IDX displays.

1. Only system supplied watermarks shall be permitted on listing photographs, watermarks shall not be manually added to listing photographs.
2. Participants may choose to submit one brokerage watermark containing their brokerage logo with no additional text or graphics to the MLS office to replace the default GPRMLS watermark on their firm's listing photos. 2/19 (Amended 3/22)

VII. Remarks & Associated Documents

A. Remarks Guidelines: Remarks fields cannot contain any reference to compensation offered between MLS Participants. Any concessions listed in GPRMLS cannot be limited to or conditioned on the retention of or payment to a cooperating broker, buyer broker, or other buyer representative and those concessions may only be directly from the seller to the buyer.

- Violations are subject to the fine policy in Section 1.18 (B) 7/24 (Amended 10/25)

B. Agent Remarks Section: All remarks in the 'Agent Remarks' field shall be directly related to the sale of the listed property and shall not refer to the business models or policy decisions of the listing company or other Participants. 2/19

C. Office Only Remarks: Office Only Remarks are to be seen only by other agents within the firm (including all the firm branches). 2/19

D. Public Remarks Guidelines: Public Remarks can contain incentives from the seller to the buyer but not incentives from the seller to agents or firms. 2/19

1. Examples of What Public Remarks <u>cannot</u> contain:

a. Agent name or contact information
b. Reference to lender financing
c. Website addresses or information Builder promotion (i.e.) "sold by best builder in town"
d. Promotion of the listing agent or listing agent's firm including reference to team names
e. Branded virtual tours or videos or reference to branded virtual tours or videos
f. Use our preferred lender and have your closing costs paid
g. Free credit report and appraisal if you choose to use … lender
h. Wholesale financing rates available with purchasing this home, call for info

2. Examples of what Public Remarks <u>can</u> contain:

a. $$$ carpet/decorating/repair allowance
b. Seller will pay $$$ towards buyers closing costs
c. 1st years homeowners association dues paid
d. 1 year home warranty provided/included
e. Seller will pre-pay 1 full year of property taxes

f. Big screen TV & surround sound included
g. Seller will finish Basement with acceptable contract
h. Seller financing available
i. Rent-to-own/Lease option available

E. Syndication Remarks: Syndication Remarks will be included in feeds for syndicated third party public websites where permitted. These remarks are not subject to MLS policies otherwise applicable to public remarks. 2/19

F. Associated Documents: Associated Documents in Paragon can only contain information about the listing and may not include anything that promotes a real estate agent or affiliated real estate company. Promotion does not include identifying information regarding the third-party company responsible for creating the document or required associated documents outlined below in subsections 1 and 2.

1. The Seller Property Condition Disclosure and Lead Based Paint Disclosure (if applicable) are required to be uploaded in the Paragon MLS Associated Documents within 2 days of the listing being input in the MLS.
a. If a property is exempt from the requirement of a Seller Property Condition Disclosure, the exemption shall be disclosed in the Agent Remarks in the MLS, or an exemption form must be uploaded to the associated documents in the MLS.

2. If any of the green fields are checked, the applicable certification must be input in the Paragon MLS Associated Documents.

3. Examples of What Associated Documents <u>cannot</u> contain:
a. Wire Fraud Notice
b. Affiliated Business Disclosure
c. Notes for showings
d. Property flyers with branding
e. Instructions for submitting offers

4. Examples of What Associated Documents <u>can</u> contain:
a. Seller Property Condition Disclosure
b. Seller Property Condition Disclosure exemption
c. Lead Based Paint Disclosure (If applicable)
d. Pre-inspection reports
e. Plat maps
f. Covenants
g. Inspection reports (ex. termite, radon, HVAC, well)
h. Warranties
i. Upgrades (ex. sewer, furnace, AC, windows)
j. Utility costs provided by utility company (no invoices/bills, homeowner information) 2/19 (Amended 3/22, 8/23)

G. Short Sales: Participants must disclose potential short sales when reasonably known to the listing participants. All confidential disclosures and confidential information related to short sales must be communicated through the Agent Remarks field only. 2/19

VIII. Passwords and Lockbox Use

A. Unauthorized Use of Password: No person shall permit the private access password assigned to them to be used by any person other than an individual who currently has a private access password to the MLS issued to them. 2/19

B. Special Issuance of Password: Office personnel and personal assistants who have been approved by the Participant of an office may be issued a private access password to the Database upon the Participant registering such individual with the MLS. Registration shall include the Participant, office personnel, personal assistant and salesperson(s) with whom the personal assistant is associated, as the case may be, signing an application. Access to the MLS shall be used by office personnel and personal assistants who have been issued a private access password pursuant to the terms of this paragraph shall be limited to activities that do not require a Nebraska real estate license. Additionally, access to, or use of the information contained in the MLS shall be subject to these Rules and Regulations. 2/19

C. Use of Lock Keys: Use of lock keys shall be in accordance with the Lock Box Security Requirement (MLS Policy Statement 7.31) set forth in the NAR Handbook on Multiple Listing Policy of the National Association of REALTORS®, as they now exist or as they may be amended or modified in the future. In addition to use of lock keys by REALTOR® members, Affiliate members engaged in real estate related fields such as heating, plumbing, electrical and air conditioning inspection and maintenance, building maintenance and repair, surveying and mapping, property inspection, pest control, and such other fields as may from time to time be authorized by MLS, may be granted authorization to accept custody and responsibility for lock key use in connection with providing services directly related to their field. No affiliate shall use a lock key to access a property without first having made arrangements in accordance with section 2. Office personnel and personal assistants who do not hold real estate licenses may obtain a key for use in connection with their real estate office activities for purposes that do not require the individual to hold a Nebraska real estate license, upon receiving prior approval from the broker of the office where they are affiliated. No individual key holder shall permit their key to be used by any other person. 2/19 (Amended 2/26)

D. Removal of Lockbox: Whenever the status of a listing in the MLS is no longer active or pending, the listing agent shall promptly remove any lockbox from the property. Failure to remove a lockbox within 5 days after the Listing is no longer active or pending without the seller/landlord's consent shall constitute a violation of the MLS Rules and Regulations. 2/19

E. Local Rules and Enforcement. To the extent that lockboxes and associated services are provided by or through Members of the Great Plains Regional MLS, LLC as such term as defined in its Operating Agreement, such Members are permitted to enact an enforce rules and policies governing the use of lockboxes, as well as penalties for violations thereof. 8/19

Section 1.18 Fines for Rule Violations & Failure to Correct Listings *

A. Violations of MLS Rules: Violations of MLS Rules can result in the information, photograph or graphic being administratively deleted. In addition, violations of the Rules within one calendar year

(January – December) will result in the following penalties unless otherwise stated:

- 1st offense: warning
- 2nd offense: $50
- 3rd offense: $100
- 4th offense: $200
- 5th offense: Fine to be determined by the GPRMLS Board of Directors 2/19 (Amended 1/21, 2/26)

B. Violations of 1.17(VII)(A), Section 4.5, Section 5, Section 5.0.0, and Section 5.0.2: Any violation of MLS Rules related to the NAR Settlement Agreement may result in the administrative removal of the non-compliant information from the MLS. Violations of the Rules within one calendar year (January – December) will result in the following penalties:

- 1st offense: $250
- 2nd offense: $500
- 3rd offense: $1,000
- 4th offense: Fine to be determined by the GPRMLS Board of Directors. 10/25 (Amended 2/26)

C. Failure to Correct Listing: Failure to correct listing input policy violations, status changes, inaccurate data, or failing to submit required documentation within two (2) days of receiving notice may result in a fine to the listing agent of $200. This fine is in addition to other applicable fines. 2/19 (Amended 6/21)

***Note:** There is no maximum limit on fines. The MLS Board retains full authority to impose penalties, including fines of any amount, based on the severity of the violation. 2/19 (Amended 2/26)

Section 1.19 Property Address: 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. *(NAR Section 1.16 Amended 05/21)* 8/23 **M**

SELLING PROCEDURES

Section 2. Showings and Negotiations: Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

A. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or

B. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. *(NAR Section 2 Amended 4/92)* 2/19 **M**

Section 2.1 Reporting Sales to the Service: Status changes, with the exception of final closing of sales, shall be reported to the multiple listing service by the listing broker within two 2 days after they have occurred. Status Changes for the final closing of sales shall be reported to the MLS by the listing broker within 5 days 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 (1) day after occurrence and the listing broker shall report them to the MLS within (1) day after receiving notice from the cooperating broker. *(NAR 2.5 Amended 11/11)* 11/21 (Amended 2/26)

Note 1: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. *(NAR Amended 11/01)*

Note 2: In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

1. categorizes sale price information as confidential and
2. limits use of sale price information to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below.

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. *(NAR Adopted 11/11)* 2/19

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. *(NAR Adopted 11/11)* 2/19 **M**

Note 4: Courtesy Accounts - The MLS Board of Directors reserves the right to provide county, state, other government or educational institutions, or other parties access the MLS system for non-commercial use on a case-by-case basis. Fees for this access are to be determined by the MLS Board of Directors. 2/19

Section 2.2 Reporting Resolutions of Contingencies: The listing broker shall report to the multiple listing service within one day that a contingency on file with the multiple listing service has been fulfilled or renewed, or the agreement cancelled. *(NAR 2.6)* 2/19 (Amended 2/26) **M**

Section 2.3 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. *(NAR 2.7)* 2/19 (Amended 2/26) **M**

Section 2.4 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 *(NAR 2.8)* 2/19 (Amended 2/26) **M**

REFUSAL TO SELL

Section 3 Refusal to Sell: If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the service and to all participants. *(NAR Section 3)* 2/19

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. *(NAR Section 4)* 2/19 **M**

Section 4.1 For Sale Signs: Only the for-sale sign of the listing broker may be placed on a property. *(NAR 4.1 Amended 11/89)* 2/19 **M**

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. *(NAR 4.2 Amended 4/96)* 2/19 **M**

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. *(NAR 4.3 Adopted 11/07)* 2/19 **M**

Section 4.4 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. *(NAR Section 4.5 Amended 11/21)* 5/22 **M**

Section 4.5 No Filtering of Listings: Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

- Violations are subject to the fine policy in Section 1.18(B) (NAR 4.6 Adopted 8/24) 7/24 (Amended 10/25) **M**

Section 5 No Compensation Specified on Listings: Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS system.

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 must result in the MLS terminating that Participant's access to any MLS data and data feeds.

- Violations are subject to the fine policy in Section 1.18(B)

Note 1: The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 2: The multiple listing service shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker. 2/19

Note 3: Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. *(NAR Section 5 Amended 5/09, 8/24)* 2/19 (Amended 7/24, 10/25) **M**

Section 5.0.0 Required Consumer Disclosure
Disclosure of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

- Violations are subject to the fine policy in Section 1.18(B) *(NAR Adopted 8/24)* 7/24 (Amended 8/24, 10/25) **M**

Section 5.0.1 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. *(NAR Section 5 Amended 5/09)* 2/19 (Amended 8/24) **M**

Section 5.0.2 Written Buyer Agreement: Unless inconsistent with state or federal law or regulation, all MLS

Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home.

The written agreement must include:

a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source.

b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.

c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and

d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

- Violations are subject to the fine policy in Section 1.18(B) *(NAR Adopted 8/24)* 7/24 (Amended 8/24, 10/25) **M**

Section 5.1 Participant as Principal: If a participant or any licensee (or licensed or certified appraiser) affiliated with a participant has any ownership interest in a property, the listing of which is to be disseminated through 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. *(NAR 5.1)* 2/19 **M**

Section 5.2 Participant as Purchaser: If a Participant or any licensee (including registered, 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. *(NAR 5.2 Adopted 2/92)* 2/19 **M**

SERVICE FEES AND CHARGES

Section 6 MLS Fees: MLS fees will be assessed for the operation of the MLS system, to defray its costs. All User Fees and Administrative Fees referred to in these rules will be determined by the MLS Board of Directors and may be adjusted from time-to-time.

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

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

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

1. By electronically deducting monthly fees on or after the first business day of each month for the current month's service from an account designated by each User.

2. If the electronic transaction fails due to the fault of the Subscriber (such as for non-sufficient funds or a closed account), an administrative fee (for non-payment) will be charged against the User, who will then be notified and required to pay the total of all charges before the last business day of the current month to maintain access to MLS services.

3. The accounts of Users with unpaid balances that remain affiliated with an active MLS Participant, on the last business day of the current month will be suspended from access to MLS service.

4. On the first day of the second month, suspended accounts of a User with an unpaid balance, that remains affiliated with an active MLS Participant, will be charged a monthly fee (for month-two), plus an additional administrative fee (for non-payment). A courtesy-notice will be issued to the Subscriber and the Participant regarding the status of the delinquent account and the options available.

5. On the first day of the third month, suspended accounts of a User with an unpaid balance, that remains affiliated with an active MLS Participant will be charged a monthly fee (for month-three), plus an additional administrative fee (for non-payment). A final-notice will be issued to the Subscriber and the Participant instructing the Participant to return the Subscriber's license to the real estate commission or pay the total of all charges, before the last business day of month-three.

6. On the last business day of the third month, if the Participant of the suspended account fails to pay the total of all charges on the suspended account, or return the license of the suspended User, the Participant and all affiliated Subscribers will be subject to termination of MLS Service. Terminated Users will be required to pay all applicable fees associated with the setup of a new MLS service to reestablish service, plus the full balance due at the time of termination.

7. A Participant will not be liable for the charges assessed to a Subscriber, provided the Subscriber's real estate license was returned timely to the real estate commission. 2/19

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

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

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

COMPLIANCE WITH RULES

Section 7 Authority to Impose Discipline: By becoming and remaining a participant or subscriber in this MLS, each participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS 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. 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 11/14, 11/25)* 2/19 (Amended 2/26) **M**

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 Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(NAR 7 Revised 05/14)* 2/19 **M**

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. *(NAR 7 Adopted 11/20)* 1/21 **M**

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

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

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

C. Failure to correct listing input policy violations, status changes, inaccurate data, or failing to submit required documentation within seven days of receiving notice may result in a fine to the listing agent in an amount established by the MLS Board.

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

The amount of penalties is to be determined by the Board of Directors and administered by MLS staff.

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

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

MEETINGS

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

ENFORCEMENT OF RULES OR DISPUTES

Section 9 Consideration of Alleged Violations: The board of directors shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors).

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. *(NAR Section 9 Amended 2/98, 5/18, 11/20)* 1/21 **M**

Section 9.1 Violations of Rules and Regulations: If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of the service, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request an appeal to the Board of Directors within twenty (20) days following receipt of the Directors' decision. (*NAR 9.1 Amended 11/96*)

If, rather than conducting an administrative review, the MLS 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 MLS within 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 of REALTORS®. *(NAR 9.1 Amended 2/98)* 2/19 **M**

Section 9.1.1 Appeal Process: Sanctions may be appealed in writing to the Board of Directors within twenty (20) days of receiving written notice of sanction and the case will be reviewed with the aggrieved party by the Board of Directors at the next scheduled Board of Directors meeting. 2/20

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

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

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

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within 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.

If after 10 days following transmittal of the Committee's (Board of Director'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. *(NAR 9.3 Adopted 5/18)* 2/19 **M**

Section 9.4 MLS Rules Violations: MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. (*NAR 9.4 Adopted 5/18*) 2/19 **M**

Section 9.5 Obligation to Abide by Fair Housing Laws: Participants are responsible to determine that all data entered into the MLS complies with all fair housing laws. Each Participant agrees to hold MLS harmless from and pay the cost of defense of any claim arising from any information the Participant places in the MLS which results in a charge or finding that such information is in violation of such laws. 2/19

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. *(NAR Section 10 Amended 4/92)* 2/19 **M**

Section 10.1 MLS Not Responsible for Accuracy of Information: The information published and disseminated by the service is communicated verbatim, without change by the service, as filed with the service by the participant. The service does not verify such information provided and disclaims any responsibility for its accuracy. Each participant agrees to hold the service harmless against any liability arising from any inaccuracy or inadequacy of the information such participant provides. *(NAR 10.1)* 2/19

OWNERSHIP OF MLS COMPILATION* AND COPYRIGHT

Section 11 Ownership of MLS Compilation* and Copyright: 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 the listed property. *(NAR Section 11 Amended 5/16, 5/18)* 2/19 **M**

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. *(NAR Adopted 5/18)* 2/19 **M**

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*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.

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 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. *(NAR Section 11 Adopted 11/15)* 2/19

Section 11.1 Ownership: All right, title, and interest in each copy of every MLS compilation created and copyrighted by the GPRMLS LLC and in the copyrights therein, shall at all times remain vested in the GPRMLS. (NAR 11.1) 2/19

Section 11.2 Display: Each Participant shall be entitled to lease from GPRMLS LLC a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including registered, licensed or certified appraisers) with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, the fees set by the GPRMLS.*

Participants shall acquire by such lease only the right to use the MLS Compilation in accordance with these rules. *(NAR 11.2)* 2/19 **M**

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*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.

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

Section 11.4 Use by MLS: The MLS shall have the right to use, copy, distribute, and display in the private MLS website, the listings provided by Participant in the MLS, to create derivative works based upon the listings in the MLS, and to license any entity to undertake any of the foregoing pursuant to terms agreed upon by the MLS Board of Directors.

In consideration of the creation of such joint works, MLS agrees it will not use, or allow others who are not MLS Subscribers or authorized users to use, copy, distribute, or display the listing provided by Participant, without the consent of Participant. 2/19

USE OF MLS COMPILATION* AND COPYRIGHT

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

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. *(NAR 12.1 Amended 4/92)* 2/19 **M**

Section 12.2 Reproduction: Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable* number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the participant or their affiliated licensees, be interested.

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*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.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. *(NAR 12.2 Amended 5/14)* 2/19 **M**

USE OF MLS INFORMATION

Section 13 Limitations on Use of MLS Information: Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be

used by MLS participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other participants, or which were sold by other participants (as either listing or cooperating broker).

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

> Based on information from the Great Plains Regional MLS LLC for the period (*date*) through (*date*).

(NAR Section 13 Amended 11/97) 2/19 **M**

CHANGES IN RULES AND REGULATIONS

Section 14 Changes in Rules and Regulations: Amendments to the MLS rules and regulations may be made by a majority vote of the MLS Board of Directors present at any meeting at which a quorum is present. *(NAR Section 14)* 2/19 **M**

NEW USER TRAINING

Section 15 New User Training: 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 a new user training program of no more than 8 classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within 90 days after access has been provided. 2/19 (Amended 3/24)

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than 4 classroom hours in any 12-month period when deemed necessary by the MLS to familiarize participants and subscribers with system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated new user training and additional training remotely. 2/19 (Amended 3/24)

INTERNET DATA EXCHANGE (IDX)

NAR Bylaws require that associations of REALTORS® and their Multiple Listing Service must enable their MLS Participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Electronic display subject to this policy means displays on participants' public websites and displays using applications for mobile devices that participants control. For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant, and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display, or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the participant operates in a readily visible color and typeface, except as otherwise provided for in this

policy (e.g., displays of minimal information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules. 2/19

Section 16 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. *(NAR 18 Amended 5/17)* 2/19 **M**

Section 16.1 Authorization: Participants' consent for display of their listings by other participants pursuant to these rules and regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants.* *(NAR 18.1)* 2/19 **M**

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*Even where participants have given blanket authority for other participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. *(NAR Amended 05/17)*

Section 16.2 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. *(NAR 18.2 Amended 11/09)* 2/19 **M**

Section 16.2.1: Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(NAR 18.2.1 Amended 5/12)* 2/19 **M**

Section 16.2.2: 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. *(NAR 18.2.2 Amended 5/12)* 2/19 **M**

Section 16.2.3: 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. *(NAR 18.2.3 Amended 5/17)* 2/19 **M**

Section 16.2.4: 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, 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. *(NAR 18.2.4 Amended 5/17, 11/21)* 3/22 **M**

Section 16.2.5: Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours. *(NAR 18.2.5 Amended 11/14)* 2/19 **M**

Section 16.2.6: Except as provided in the IDX policy and these rules, an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(NAR 18.2.6 Amended 5/12)* 2/19 **M**

Section 16.2.7: 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. *(NAR 18.2.7 Amended 5/12)* 2/19 **M**

Section 16.2.8: 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. *(NAR 18.2.8 Adopted 5/12)* 2/19 **M**

Section 16.2.9: 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. *(NAR 18.2.9 Amended 5/12)* 2/19 **M**

Section 16.2.10: An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display. *(NAR 18.2.10 Adopted 11/14)* 2/19 **M**

Section 16.2.11: 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. *(NAR 18.2.11 Adopted 5/15)* 2/19 **M**

Section 16.2.12: All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. * *(NAR 18.2.12 Amended 11/21)* 3/22 **M**

Section 16.3 Display: Display of listing information pursuant to IDX is subject to the following rules:

Section 16.3.1: Listings displayed pursuant to IDX shall contain only those fields of data contained in MLS Client Detail Reports. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed *(NAR 18.3.1 Amended 5/12, 11/21)* 3/22

Section 16.3.1.1: The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(NAR 18.3.1.1 Amended 5/12)* 2/19

Section 16.3.2: Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant's consent and control and the requirements of state law and/or regulation. *(NAR 18.3.5)* 2/19 (Amended 2/26)

Section 16.3.3: All listings displayed pursuant to IDX shall show the MLS as the source of the information.* *(NAR 18.3.7 Amended 05/17)* 2/19 (Amended 2/26)

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

Section 16.3.4: Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.* *(NAR 18.3.8 Amended 5/17)* 2/19 (Amended 2/26)

Section 16.3.5: The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than (500) listings or (50%) of the listings available for IDX display, whichever is fewer. *(NAR 18.3.9 Amended 11/17)* 2/19 (Amended 2/26)

Section 16.3.6: The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS. *(NAR 18.3.10)* 2/19 (Amended 2/26)

Section 16.3.7: Display of expired or withdrawn listings is prohibited. Display of sold listings shall include only residential listings sold after January 1, 2012 and only display the MLS data fields related to the property (not the owner) (see Exhibit B). *(NAR 18.3.12 Amended 11/15)* 8/20 (Amended 2/26)

*The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. *(NAR Amended 05/17)*

Section 16.3.8: Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited. *(NAR 18.3.13)* 2/19 (Amended 2/26)

Section 16.3.9: Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. *(NAR 18.3.16 Adopted 11/09)* 2/19 (Amended 2/26)

Section 16.4 Service Fees and Charges: Service fees and charges for participation in IDX shall be as established

annually by the Board of Directors. *(NAR 18.4 Adopted 11/01, Amended 5/05)* 2/19

VIRTUAL OFFICE WEBSITES (VOWs)

Section 17 Virtual Office Websites (VOWs): Adoption of NAR Sections 19.1 through 19.14 is mandatory. *(NAR Section 19)* 2/19

Section 17.1 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. **M**

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. **M**

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. **M**

D. As used in Section 17 of these rules, the term "MLS listing information" refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to participants. *(NAR 19.1)* 2/19 **M**

Section 17.2 Rights of Participant

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. **M**

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). **M**

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. *(NAR 19.2)* 2/19 **M**

Section 17.3 Terms of Use by Registrant

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.

1. 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.

2. 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.

3. 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 username and password. **M**

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 180 days after the expiration of the validity of the Registrant's password. **M**

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. **M**

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:

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

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

3. 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

4. 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

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

MLS database. **M**

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. **M**

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. *(NAR 19.3)* 2/19 **M**

Section 17.4 Participant Contact Info to be Displayed: 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. *(NAR 19.4)* 2/19 **M**

Section 17.5 Security: 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. *(NAR 19.5)* 2/19 **M**

Section 17.6 Right of Seller to Elect to Withhold Information

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. **M**

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. **M**

Seller Opt-out Form

1. Check one.

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

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

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

_____
Initials of Seller

C. The participant shall retain such forms for at least 1) year from the date they are signed or (1) year from the date the listing goes off the market, whichever is greater. *(NAR 19.6)* 2/19 **M**

Section 17.7 Third Party Features

A. Subject to Subsection b., below, a participant's VOW may allow third-parties:

1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

2. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**

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. *(NAR 19.7)* 2/19 **M**

Section 17.8: 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 2 days following receipt of a communication from the listing broker explaining why the data or information is false. The participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment. *(NAR 19.8)* 2/19 **M**

Section 17.9: A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every 3 days. *(NAR 19.9)* 2/19 **M**

Section 17.10: 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. *(NAR 19.10)* 2/19 **M**

Section 17.11 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. *(NAR 19.11)* 2/19 **M**

Section 17.12 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 *(NAR 19.12 Amended 11/21)* 3/22 **M**

Section 17.13: 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. *(NAR 19.13)* 2/19 **M**

Section 17.14: 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. *(NAR 19.14)* 2/19 **M**

Section 17.15 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 *(NAR 19.15)* 2/19

Section 17.16 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. *(NAR 19.16)* 2/19

Section 17.17 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. *(NAR 19.17)* 2/19

Section 17.18 A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent, 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. *(NAR 19.18 Amended 11/21)* 3/22

Section 17.19 A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than five hundred (500) listings or fifty percent (50%) current listings and not more than five hundred (500) listings or fifty percent (50%) sold listings in response to any inquiry. *(NAR 19.19 Amended 11/17)* 2/19

Section 17.20 A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days. *(NAR 19.20)* 2/19

Section 17.21 A participant may display advertising and the identification of other entities ("co-branding") on

any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, 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. *(NAR 19.21)* 2/19

Section 17.22 Participants and the AVPs operating VOWs on their behalf must execute the data use agreement required by the MLS. *(NAR 19.24)* 2/19 (Amended 2/26)

Section 17.23 Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 2 days. *(NAR 19.25)* 2/19 (Amended 2/26)

USE OF GPRMLS FORMS

Section 18 GPRMLS LLC Uniform Purchase Agreement: Any changes made to the body-text of the GPRMLS LLC Uniform Residential Purchase Agreement by a User will deem it no longer a Uniform Purchase Agreement and cannot be named as such. 2/21 (Amended 2/26)

Exhibit A

Billing Procedure Flow Chart

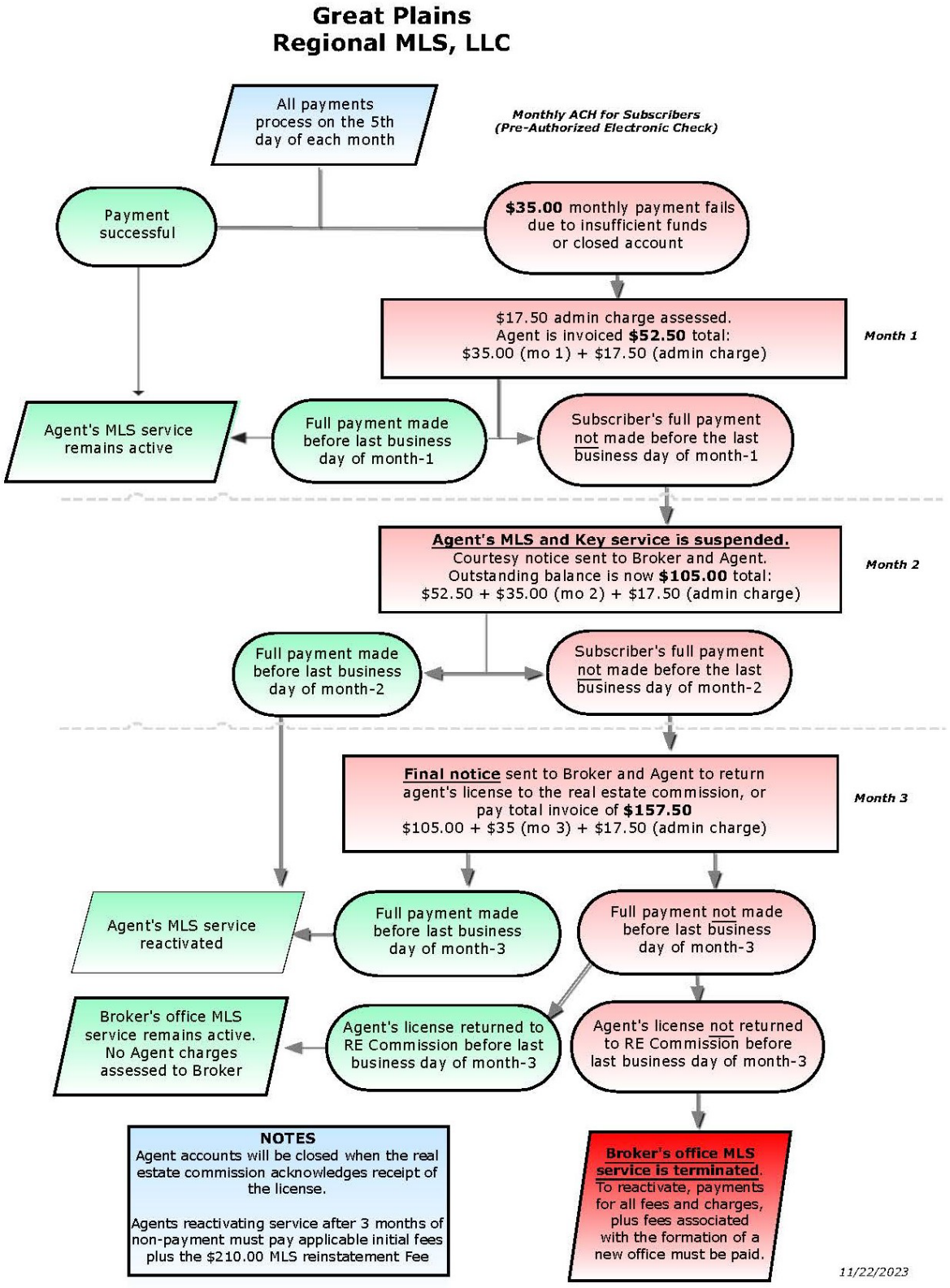


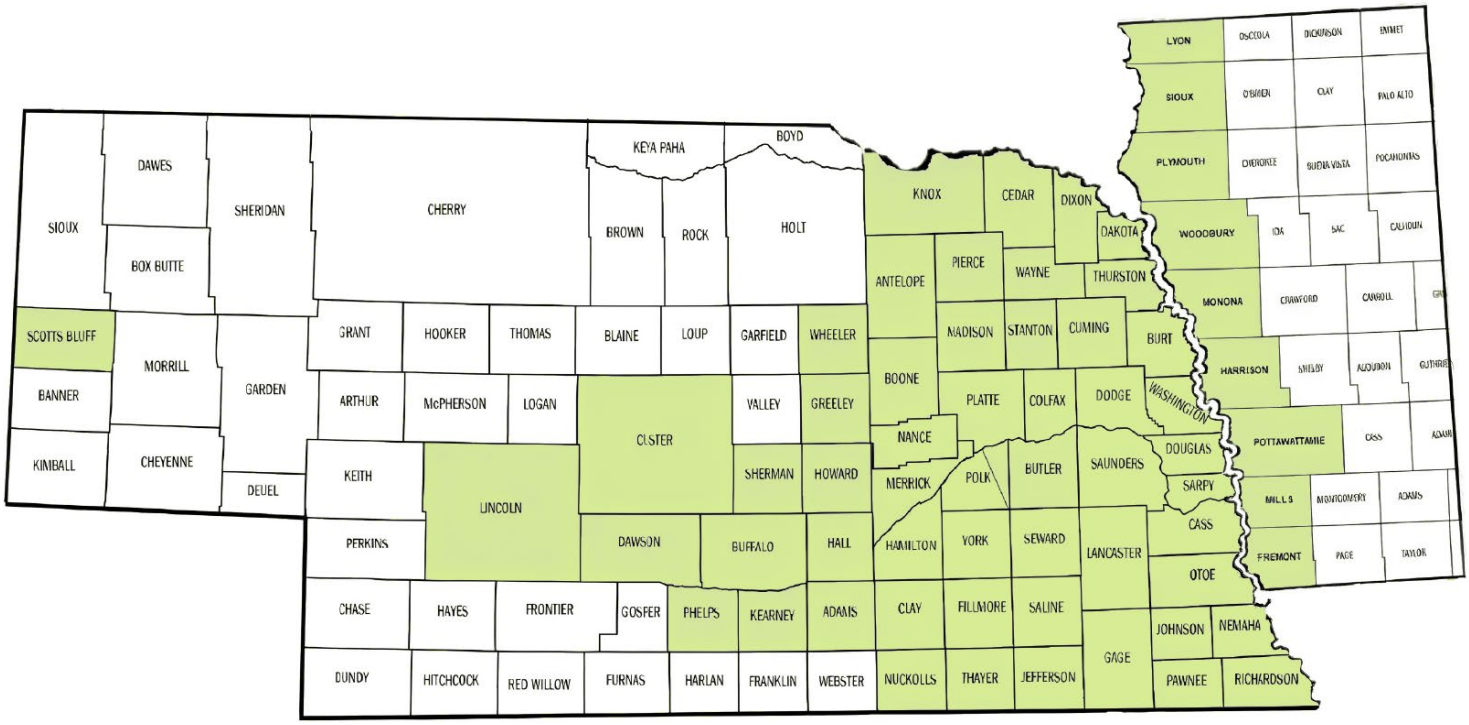
Exhibit B

Sold MLS Fields (X = authorized IDX display fields)

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

Exhibit C

MLS Service Area



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