

MLSOK, INC.

Rules and Regulations

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SECTION 1: DEFINITIONS

Capitalized terms herein shall have the meanings as set forth opposite each, respectively as follows:

1.1 "Active" status means a property is available for purchase.

1.2 "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.

1.3 "Applicable State of Licensure" means the state that grants the license to the Participant, Subscriber, Appraiser, or other real estate professional licensee.

1.4 "Appraiser" means any person who is licensed by the Oklahoma Insurance Department or Applicable State of Licensure to perform real estate appraisal.

1.5 "Association" means either the Oklahoma City Metropolitan Association of REALTORS®, or any other Association for which MLSOK is currently contracted to provide MLS services.

1.6 "Assistant" means a Licensed Assistant, Non-Licensed Sales Assistant or Virtual Assistant.

1.7 "Auction" means the public sale of a parcel of property in which the property is sold to the highest bidder.

1.8 "Automated Violation System" means the software utilized by MLS in order to analyze any MLS Listing Information entered into the MLS for compliance with these Rules.

1.9 "Board of Directors" means the group of individuals that sit on the Board of Directors of MLSOK, Inc. which group sets policy, rules, general business procedures and has the fiduciary responsibility of the operation of the MLS.

1.10 "Business Days" means Monday through Friday, excluding postal holidays.

1.11 "Closed" or "Closing" means the sale of real property has consummated.

1.12 "Coming Soon" means a parcel of property that has an executed Listing Agreement and is being prepared for sale but is not yet on the market. Coming Soon properties are not available for showing or purchase.

1.13 "Commence Date" means the time when a Listing Agreement becomes effective.

1.14 "Compliance Guidelines" means a document containing guidelines for compliance with these Rules.

1.15 "Conditions Affecting Sale" means a factor or circumstance that must be satisfied prior to the sale of a property where such factors or circumstances may impact the sale price, purchase requirements, or Closing. Conditions Affecting Sale include, but are not limited to, additional fees, auction/sheriff sale, corporate approval, court approval, kick out clause, leased, lender approval/short sale, REO/bank owned, Reserved Buyer, property inspection, financing, or sale of the buyer's property.

1.16 "Contingency" means the sale of a property is conditioned upon the buyer first selling his or her property, where the buyer's property is not currently under contract.

1.17 "FSBO" means a property listed for sale by the owner for which there is no agency relationship.

1.18 "Exclusive Agency to Sell or Lease Listing" is an Exclusive Right to Sell Listing which, in addition, authorizes the listing Participant to offer 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.

1.19 "Exclusive Right to Sell Listing" means a form of listing whereby the seller provides exclusive authorization to the listing Participant to cooperate with other Participants in the sale of the property.

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1.20 “Expired” means that the Listing Agreement between the listing Participant and the seller to list a parcel of property has expired.

1.21 “IDX Display” means a Member’s electronic display of other Participant’s IDX listings via authorized websites, mobile applications, and audio devices.

1.22 “Incomplete” means a draft version of a listing within the MLS System that has been saved and an MLS listing number given to the draft, but the listing is not yet Active on the MLS System and is only viewable to the individual who entered the listing.

1.23 “Internet Data Exchange” or “IDX”, means a program through which Participants may authorize limited electronic display and delivery of their MLS Listing Information by other Participants via IDX Display. As used throughout these Rules, IDX “display” includes “delivery” of such MLS Listing Information.

1.24 “Licensed Assistant” means an individual that holds an active real estate license and is employed by or under contract with and authorized by a Participant to access the MLS Compilation but does not actively endeavor to list real property. A Licensed Assistant must be registered with MLSOK and cannot be an associated licensee of a non-member firm.

1.25 “Listing Agreement” means either Exclusive Agency to Sell or Lease or Exclusive Right to Sell Listing.

1.26 “Listing Entry Form” means the property data form which Members use when requesting the MLS to enter the listing into the MLS System.

1.27 “Listing Input Screen” means the property data screen on which Members can enter MLS Listing Information into the MLS System.

1.28 “Master Listing Agreement” means a Listing Agreement whereby the sole owner of multiple REO/bank owned, developer owned, investment, or new construction properties contracts with a Participant to list such properties simultaneously or over time, each set forth in an attachment or supplement to, and subject to the terms of, the Master Listing Agreement.

1.29 “Master Listing Agreement Addendum” means the form provided by MLSOK to be completed and submitted by a Participant for each new listing that is subject to an ongoing Master Listing Agreement.

1.30 “Members” means, individually or collectively, Participants, Subscribers and Appraisers who hold current valid licenses in the Applicable State of Licensure and who cooperate with other Members or have the ability to receive referral fees.

1.31 “MLS Compilation” means: (i) collectively, all MLS Listing Information which is aggregated and compiled, displayed, maintained, and disseminated by the MLS, in any form or format, including but not limited to, computer database or any other format whatsoever, and (ii) the roster of Members.

1.32 “MLS Listing Areas” means the areas served by the MLS as designated from time to time. Only listings of designated types of real property located within the MLS Listing Areas are required to be submitted to the MLS. Listings of property located outside the MLS Listing Areas will be accepted if submitted voluntarily by a Participant in accordance with these Rules.

1.33 “MLS Listing Information” means all data, photographs, images, graphics, audio and video recordings, virtual tours, drawings, written descriptions, remarks, narratives and pricing information, and other details or information about real properties in the MLS Listing Areas, including but not limited to data relating to commercial and residential properties listed for sale, lease or rent, those that have been sold, and those with respect to which the sale has been cancelled or has not Closed, which are provided by Participants to the MLS.

1.34 “MLS System” means the technological platform used by Participants and Subscribers to enter data into the MLS Compilation.

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1.35 “MLS Hearing Panel” means three (3) Participants and one (1) non-voting chair for procedural oversight selected from the Rules Violation Committee to hear evidence regarding an alleged violation of these Rules when requested pursuant to the Compliance Guidelines.

1.36 “MLS” means MLSOK, Inc.

1.37 “Non-Association Member” means a Participant or Subscriber that is not a member of the National Association of REALTORS®.

1.38 “Non-Licensed Sales Assistant” means a person employed by or under contract with and authorized by a Participant to access the MLS Compilation and who complies with all state laws regarding activities under license law for a real estate brokerage in the state of its licensure. The Non-Licensed Sales Assistant is registered with the MLS, does not hold an active real estate license, and does not pay fees or charges to the MLS.

1.39 “Participant” means the principal, partner, corporate officer, or branch manager (acting on behalf of the principal, partner, or corporate officer) of a brokerage firm who hold current valid licenses in the Applicable State of Licensure or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, who is the member of the MLS and cooperates with other Participants. 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 interest of their clients. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant’s licensure(s) or certification and unauthorized uses are prohibited.

A Non-Association Member applicant for MLS participation who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, shall supply evidence satisfactory to the membership committee that it has no record of recent or pending bankruptcy; has no record of official sanctions involving unprofessional conduct; agrees to complete a course of instruction (if any) covering the MLS rules and regulations and computer training related to MLS information entry and retrieval, and shall pass such reasonable and non-discriminatory written examination thereon as may be required by the MLS; and shall agree that if elected as a Participant, it will abide by such rules and regulations and pay the MLS fees and dues, including the Non-Association Member differential (if any), as from time to time established. Under no circumstances is any individual or firm entitled to MLS participation or membership 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.

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 in 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 interest of their clients, and to cooperate. “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 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 the best interest of their client(s). This requirement does not permit MLS to deny participation to a Participant or potential Participant that operates a “Virtual Office Website” (VOW) (including a

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VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to accept offers of cooperation made by listing brokers or agents in the MLS. MLS may evaluate whether a Participant or potential Participant actively endeavors during the operation of its real estate business to cooperate only if MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The participation requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants.

1.40 "Pending" means that a parcel of property is under contract for sale and is awaiting fulfillment of all Conditions Affecting Sale.

1.41 "Real Property Manager" means a company or individual that holds an active broker's license in the Applicable State of Licensure and engages in the management of real estate rentals and leases and does not engage in the sale of real estate.

1.42 "Released" means a cancelled listing that no longer has an active Listing Agreement.

1.43 "Reserved Buyers" means one or more persons designated by the seller of a property listed for sale having a right of first refusal to purchase the listed property.

1.44 "Re-use" means copying or otherwise obtaining any photograph, image, virtual tour, video, or other media content from a source other than the person or entity that created or owns the rights to said media content, including but not limited to media content obtained from a previous listing.

1.45 "Rules" means these Rules and Regulations of the MLS as may be amended from time to time.

1.46 "Rules Violation Committee" means a pool of fifteen (15) Participants appointed by the President of the Board of Directors for a one (1) year term.

1.47 "Statistical Reports" means an analytical report based on information contained in the MLS Compilation and which sets forth general information identified by property type such as, Pending MLS Listing Information with average list price, Closed MLS Listing Information with average sales price to listing price and average days on market by specified area, and compiles such information into statistical data for sold and comparable listings.

1.48 "Syndication" means the MLS's display of Participants' listings on an MLS public website and the MLS's distribution of Participants' listings to a third-party to advertise and/or display on their website. It does not apply to the transmission of Delayed Marketing Exempt Listings (as defined in Section 3.10.2) through a Brokerage Back Office feed or a data feed of an MLS Participant's listings.

1.49 "Subscriber(s)" means a member of the MLS who is a real estate sales associate as that term is defined by state law in the Applicable State of Licensure, or any recodification thereof, including non-principal brokers, sales associates, and licensed and certified appraisers and who are associated with a Participant.

1.50 "Team" means two or more Subscribers working together under the supervision of the same Participant and who represent to the public that they operate as a unit.

1.51 "Temporarily Off Market" means a listing that has been temporarily removed from Active status at the seller's request for a period of up to thirty (30) calendar days. Documentation of the seller's request shall be provided to MLS within two (2) Business Days of signature by seller.

1.52 "Virtual Assistant" means an individual or company that is an employee or independent contractor to a Participant who assists with managing the MLS Listing Information and other matters for the Participant and may or may not have access to the MLS Compilation as requested by the Participant and approved by MLS.

1.53 "Virtual Office Website" or "VOW" means a Participant's Internet based real estate brokerage and its Internet website or a feature of a Participant's Internet website, and, when authorized, websites of non-principal brokers and agents affiliated with Participant, which complies with the MLS VOW Policy and Rules

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and, 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 applicable state law) where the consumer has the opportunity to search the MLS Compilation subject to the Participant's oversight, supervision, and accountability.

1.54 "Withdrawn" means that the parcel of property entered in the MLS Compilation is no longer available to show but a valid Listing Agreement is still in place.

SECTION 2: PENDING OR INCOMPLETE ETHICS OR ARBITRATION ISSUES

No Participant or Subscriber application will be accepted by MLS if such applicant has outstanding arbitration or financial obligations to any Association or MLS and/or the applicant subsequently resigns to avoid such obligations. The applicant's participation shall be denied or suspended until such time as said obligations have been paid, waived, or otherwise satisfied and the named applicant released from said obligations. Applicants shall be required to certify that the Applicant has no outstanding arbitration or financial obligations to any Association or MLS prior to becoming a Participant or Subscriber.

SECTION 3: LISTING PROCEDURES

3.1 Submission of "Active" MLS Listing Information.

3.1.1 MLS Listing Information of real properties of the types set forth in Section 3.2, for sale or rent or lease, which are listed subject to a Participant's license, and which are located within the MLS Listing Areas taken by Participants or Subscribers in order to be entered into the MLS System must be "Exclusive Right to Sell or Lease Listings" or "Exclusive Agency to Sell or Lease Listings" signed by the seller or landlord and accepted by the Participant. The listing Participant or Subscriber must enter properties located within the MLS Listing Areas into the MLS System within two (2) Business Days of the Commence Date. All MLS Listing Information entered into the MLS Compilation shall be complete and accurate in every detail. Participants are required to correct any known errors in their MLS Listing Information. Participants shall retain a copy of every Listing Agreement for a period of at least one (1) year after the date the listed property is sold or leased, or the listing expires, whichever occurs later.

3.1.2 Participants and Subscribers must enter the MLS Listing Information into the MLS System within one (1) Business Day after marketing the property to the public. 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 such as email blasts, multi-brokerage listing sharing networks, and applications available to the general public; provided, however, that public marketing shall not include emails sent to clients of the listing brokerage.

3.1.3 Each Exclusive Agency Listing in the MLS Compilation shall contain a conspicuous notice which states that such listing is an Exclusive Agency Listing, and that Participants should call the listing Participant for the names of the Reserved Buyers.

3.1.4 Exclusive Agency Listings and Exclusive Right to Sell Listings with Reserved Buyers should be clearly distinguished by the code "ERTS" or "EREP" from Exclusive Right-to-Sell Listings with Reserved Buyers.

3.1.5 This policy shall not be construed as requiring Participants to accept exclusive agency listings if they determine acceptance is not in their best interest or the best interest of clients or customers. However, this policy does preclude collective agreements between Participants affiliated with different firms or others to refuse to accept exclusive agency listings. This policy contemplates multiple listing services will clearly distinguish between exclusive right-to sell and exclusive agency listings in multiple listing compilations and databases to prevent confusion about the rights and obligations of brokers who cooperate in the sale of such listings.

3.1.6 Each parcel of property listed for sale must have a Listing Agreement. Participants and Subscribers shall provide a copy of the Listing Agreement to the MLS within two (2) Business Days of receiving a written request. Listing Agreements must be in writing, signed by the seller and Participant, and must include:

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a) the listing date and expiration date;

b) property address or lot and block number;

c) listing price;

d) services offered by Participant;

e) authority for Participant to place a "For Sale" sign and/or lockbox on the property, if granted;

f) authority for Participant to act as seller's agent, if applicable;

g) grant of authority for Participant to advertise the listing, file the listing with the MLS, provide timely notice of status changes to the listing to the MLS, and provide sales information, including sales price, to the MLS; and

h) seller's consent to disseminate the listing to MLS Participants, if granted.

3.1.7 Participants must submit a Master Listing Agreement Addendum to the MLS for any new listings that are subject to a Master Listing Agreement between the Participant and seller. The Master Listing Agreement Addendum must be submitted to the MLS within one (1) Business Day of entering MLS Listing Information into the MLS System.

3.1.8 The MLS does not accept open or net listings.

3.2 Types of Properties

The following types of properties may be entered into the MLS System, provided, however, that any MLS Listing Information submitted is within the scope of the Participant's licensure as a real estate broker:

a) single family homes for sale or exchange or lease;

b) vacant lots and acreage for sale or exchange or lease;

c) two-family, three-family, and four-family residential buildings for sale or exchange or lease;

d) motel-hotel;

e) residential income;

f) mobile homes;

g) subdivided vacant lot;

h) mobile home parks;

i) land and ranch;

j) commercial income;

k) business opportunity; and

l) industrial.

Mobile homes and business opportunities without real property shall not be accepted by MLS.

3.3 MLS Listing Information Subject to Rules and Regulations

Any listing entered into the MLS Compilation is subject to these Rules upon signature of the seller(s).

3.4 Details on MLS Listing Information Entered into the MLS System

3.4.1 MLS Listing Information entered in the MLS System by the Participant shall be complete in every detail that is ascertainable, as specified on the Listing Input Screen. If the MLS is requested to do any data entry on behalf of a Participant, there will be a charge per request which shall be billed to the Participant's

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account. The Participant must provide written detail of the specific data to be entered by the MLS on the Listing Entry Form.

3.4.2 At the time of filing a listing, Participants and Subscribers must include a property address available to other Participants and Subscribers, if an address does not exist, a parcel identification number may 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.

3.4.3 Incomplete or incorrect MLS Listing Information entered by a Participant in the MLS System may result in the rejection or deletion of the MLS Listing Information by the MLS. The MLS shall promptly notify the listing Participant in writing of any proposed rejection or deletion. Within two (2) Business Days after receiving notice of any proposed rejection or deletion, a Participant shall enter the proper information in the MLS System. If the proper information is not entered within two (2) Business Days, the MLS may delete the MLS Listing Information from the MLS System or correct the information in its discretion. If the MLS deletes the MLS Listing Information or makes the correction based on the Participant's failure to do so in the time required, the MLS will charge the Participant's account a fee per correction and/or deletion as set forth in the Compliance Guidelines. The MLS may notify the Participant by electronic transfer of any Incomplete or incorrect entry.

3.4.4 MLS Listing Information, including but not limited to text, remarks, photographs, or showing instructions, that is entered in the MLS System, or entered into third-party products or services made available by the MLS and integrated into the MLS Listing Information, shall not contain any content that is obscene, offensive, lewd, defamatory, profane, harmful, violent, threatening, discriminatory, unlawful, or in violation of the rights of others, in the sole discretion of the MLS. The MLS has the right, but not the obligation, to reject, remove, or restrict access to any MLS Listing Information in violation of this Section without liability to any Member.

3.5 Remarks on MLS Listing Information

MLS System remarks must only describe the physical traits of the property and its vicinity. Directions, MLS System remarks, property description, property photograph, or picture description sections shall not include the name, telephone number, e-mail address, or web address of the seller, listing Participant, or affiliate, or similar information that is not descriptive in nature. Financial remarks must only describe the property and communicate financial information.

3.6 Warranty by Participant.

A Participant warrants and represents to each other Participant that as the listing Participant, such Participant has a valid, binding, and enforceable Listing Agreement executed by the property owner(s). By entering a listing into the MLS System, a listing Participant warrants to other Participants that the Listing Agreement:

a) grants the listing Participant the Exclusive Right to Sell or Lease the listed property or appoints the listing Participant as the exclusive representative of the owner(s) of the listed property to sell or lease the listed property;

b) will not include terms offering compensation to other Participants; and

c) authorizes the listing Participant to enter statistical information in the MLS System as contemplated by these Rules and Regulations.

3.7 Limited Service Listings

Listing Agreements under which the listing Participant will NOT provide one or more of the following services are limited service listings:

a) arrange appointments for cooperating Participants to show listed property to potential purchasers but instead gives cooperating Participants authority to make such appointments directly with the seller(s)

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b) accept and present to the seller(s) offers to purchase procured by cooperating Participants but instead gives cooperating Participants authority to present offers to purchase directly to the seller(s)

c) advise the seller(s) as to the merits of offers to purchase

d) assist the seller(s) in developing, communicating, or presenting counteroffers

e) participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

Limited service listings must be identified with the code "LS" in the MLS Compilation so potential cooperating Participants will be aware of the extent of the services the listing Participant will provide.

3.8 MLS Entry-Only Listings

Listing Agreements under which the listing Participant will NOT provide any of the following services shall be designated as MLS entry-only listings:

a) arrange appointments for cooperating Participants to show listed property to potential purchasers but instead gives cooperating Participants authority to make such appointments directly with the seller(s)

b) accept and present to the seller(s) offers to purchase procured by cooperating Participants but instead gives cooperating Participants authority to present offers to purchase directly to the seller(s)

c) advise the seller(s) as to the merits of offers to purchase

d) assist the seller(s) in developing, communicating, or presenting counteroffers

e) participate on the seller's(s') behalf in negotiations leading to the sale of the listed property

MLS entry-only listings will be identified with the code "EO" in the MLS Compilation so potential cooperating Participants will be aware of the extent of the services the listing Participant will provide.

3.9 Coming Soon Listings.

3.9.1 Coming Soon listings shall be entered into the MLS System within one (1) Business Day after the Listing Agreement Commence Date. Listing Agreements for Coming Soon properties must include a Coming Soon addendum signed by the seller indicating that the seller acknowledges and consents to the Coming Soon status.

3.9.2 Properties listed as Coming Soon shall not be shown by any Members, including but not limited to the listing Participant, until the status is changed to Active.

3.9.3 The listing Participant shall not accept nor present offers on properties listed as Coming Soon until the status is changed to Active.

3.9.4 Coming Soon listings are automatically changed to Active status ten (10) calendar days after the seller signs the Listing Agreement, unless the listing Participant changes the status earlier. If the property is not ready for showing within ten (10) calendar days, the listing Participant must change the status to Withdrawn until it is ready for showing.

3.9.5 The days on market calculation for a Coming Soon listing shall commence once the listing is changed to Active.

3.9.6 Properties may only be listed in the Coming Soon status once per calendar year, unless the property has sold or been relisted with another listing Member within that time.

3.9.7 Listing Participants may engage in limited pre-marketing of a Coming Soon listing, provided such marketing is consistent with applicable law, identifies the listing as Coming Soon, and does not misrepresent the availability of the listing for showings.

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3.10 Multiple Listing Options for Sellers

3.10.1 Office Exclusive: Is an exempt listing where the seller has directed that their listing not be disseminated through the MLS and not be publicly marketed. The office exclusive listing shall be filed with the MLS but not disseminated to other MLS Participants and Subscribers.

3.10.2 Delayed Market Exempt Listings: Where the seller has directed the listing broker to delay the public marketing of their property through IDX and syndication for any period up to one (1) year. A Delayed Marketing Exempt Listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the Delayed Marketing Exempt Listing in a manner consistent with their seller's choice.

3.10.3 Exempt Listing Disclosure: The filing of an exempt listing (office exclusive or delayed marketing) 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 or delaying with the exempt listing, 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 as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a Delayed Marketing Exempt Listing.

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

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other Participants and Subscribers within (1) one business day after the listing has been publicly marketed. (See Section 3.1.2).

3.11 Under Construction/New Construction Listings

Under construction and new construction listings may be filed with the MLS, provided that:

a) the listing is for a specific structure on a specific lot;

b) the Participant and lot owner have executed a Listing Agreement;

c) the Participant must clearly identify under construction and new construction listings in the listing remarks field;

d) the listing price shall include the lot and residential structure to be built on the lot;

e) the featured image for any under construction listing shall be a floorplan or drawing; and

f) the listing complies with the image requirements set forth in Section 17.2.

3.12 Change of Status of Listing

Any change in listing price or other change in the original Listing Agreement shall be made only when authorized in writing by the seller and shall be filed with the MLS within two (2) Business Days of such change. Expired MLS Listing Information cannot be changed. Refer to the Compliance Guidelines for a full list of MLS status definitions.

3.13 Withdrawal or Release of Listing Prior to Expiration

3.13.1 MLS Listing Information may be Withdrawn from the MLS by the listing Participant before the expiration date of the Listing Agreement, provided notice in writing is filed with the MLS, including a copy of the

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agreement between the seller and the listing Participant which authorizes the withdrawal. If the listing Participant obtains a new Listing Agreement or an extension on a Released listing within thirty (30) calendar days of the Commence Date of such release, such MLS Listing Information shall be reactivated by the listing Participant as an Active listing in the MLS Compilation.

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

3.14 Conditions Affecting Sale Applicable to Listings

Any Conditions Affecting the Sale or Contingency of a listing shall be specified and noticed to the Participants. The listing Subscriber or Participant must fully disclose the Conditions Affecting Sale or Contingency along with any associated costs and information regarding the listing's availability for showings, in the "Realtor Remarks" fields of the MLS System as applicable and as defined in the Compliance Guidelines.

3.15 Listing Price Specified

The full gross listing price stated in the Listing Agreement will be included in the MLS Listing Information entered in the MLS Compilation, unless the property is subject to Auction, at which time it will be listed as the reserve price or higher.

3.16 Listing Multiple Unit Properties

All properties which are to be sold alone (or in the same transaction as their adjoining parcels) must be indicated individually (or together with their adjoining parcels) in the MLS Listing Information and on the Listing Entry Form or the Listing Input Screen. All disjointed properties that are to be sold together in the same transaction must be listed only in the multi-family section. When part of a listed property has been sold, proper notification should be given to the MLS in accordance with this Section 3.16.

3.16.1 Disjointed properties that may be sold together or separately may be entered individually and as a package. Individual portions of the property may be listed in the appropriate property class; additionally, the full package listing may only be entered in the multi-family section. The public remarks must note that the property can be sold individually or as a package, with other MLS listing numbers, addresses, and parcel IDs being noted in the realtor only remarks. If the property sells as a full package, the individual listings must be withdrawn; if one or more of the individual properties sell, the closing must be reported on the individual MLS listing number of the sold properties, and the package listing revised to include the remaining properties or the package listing may be withdrawn.

3.16.2 Disjointed properties/parcels that may only be sold as a package: Multiple disjointed properties/parcels that can only be sold as a package may not be listed individually in the MLS. They may, however, be entered as a package into the multi-family section. The public remarks must indicate that the property can only be sold as a package with the other properties specified and must include all related addresses. In addition, all related addresses and parcel IDs must be included in the realtor only remarks.

3.16.3 Adjoined properties and/or parcels that may only be sold as a package: Multiple connected properties with more than one and less than two main dwelling units (such as a main dwelling and an accessory dwelling unit (ADU), but not a duplex) may be listed in the single-family section as a single listing. When the listing package is sold, the closing may only be reported through one MLS number; any remaining listings in other property classes must be withdrawn.

3.17 No Control of Commission Rates or Fees Charged to Participants

The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

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A Participant's compensation and fees for services are not set by law and are fully negotiable. A Participant's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the Participant and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

3.18 Participant as Principal

If a Participant or any Subscriber affiliated with a Participant or an Appraiser has any ownership interest in a property for which the MLS Listing Information is to be disseminated through the MLS, that person shall disclose his or her interest in the remarks when the MLS Listing Information is filed with the MLS and such information shall be disseminated to all Participants.

3.19 Participant as Purchaser

If a Participant or any Subscriber affiliated with a Participant or an Appraiser wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing Participant not later than the time an offer to purchase is submitted to the listing Participant.

3.20 Expiration of Listings

MLS Listing Information entered into the MLS shall bear a definite expiration date. MLS Listing Information filed with the MLS will automatically move to Expired status in the MLS Compilation on the expiration date specified in the Listing Agreement, unless prior to that date the listing Participant or Subscriber edits the MLS Compilation to extend or renew the listing. If notice of renewal or extension is received after the MLS Listing Information has been removed from the MLS Compilation, 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 MLS.

3.21 Temporarily Off Market Listings

At the written request of the seller, the listing Participant may temporarily withdraw a listing by placing it in Temporarily Off Market status for up to thirty (30) days. At the end of the thirty (30) day period, the listing will automatically be reinstated as Active. Temporarily Off Market listings cannot be marketed. Days on market calculation will pause while the listing is Temporarily Off Market.

3.22 Termination Date on Listings

MLS Listing Information entered into the MLS Compilation with an expiration date may be changed to reflect a Release or Withdrawn termination date, as negotiated between the listing Participant and the seller.

3.23 MLS Listing Areas

Only MLS Listing Information of the designated types of property for sale located within the MLS Listing Areas are required to be entered in the MLS. MLS Listing Information of property for sale or lease outside the MLS Listing Areas will be accepted if entered voluntarily by a Participant but are not required by the MLS.

3.24 Teams

3.24.1 All Teams must register with the applicable authority in their state of licensure prior to conducting any licensed activities as a Team.

3.24.2 Each Team must designate a Team leader and shall register with MLS the names of: (a) the Team leader, (b) all Team members, and (c) the Team.

3.24.3 Members of the Team may advertise under the Team name; provided, however, all Team advertising must prominently and conspicuously display the Participant's name.

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3.25 Listings of Suspended Participants

When a Participant is suspended from the MLS for failing to abide by the Rules, all MLS Listing Information currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS Compilation until Closed, 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 for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's MLS Listing Information in the MLS Compilation. Prior to any removal of a suspended Participant's MLS Listing Information from the MLS, the suspended Participant will be advised in writing with thirty (30) calendar days' notice of the intended removal so that the suspended Participant may advise its clients.

3.26 Listings of Expelled Participants

When a Participant is expelled from the MLS for failing to abide by the Rules, all MLS Listing Information currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in the MLS Compilation until Closed, 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 for failure to pay appropriate dues, fees, or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's MLS Listing Information in the MLS Compilation. Prior to any removal of an expelled Participant's MLS Listing Information from the MLS, the expelled Participant will be advised in writing within thirty (30) calendar days' notice of the intended removal so that the expelled Participant may advise its clients.

3.27 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 MLS Listing Information in the MLS Compilation. Prior to any removal of a resigned Participant's MLS Listing Information from the MLS, the resigned Participant will be advised in writing within thirty (30) calendar days' notice of the intended removal so that the resigned Participant may advise its clients.

3.28 Real Property Managers

Real Property Managers shall have limited access to the MLS Compilation and MLS Listing Information and shall only input MLS Listing Information related to real property for lease or rent. Real Property Managers shall undertake measures to assure that the MLS Compilation and MLS System are used exclusively by the Real Property Manager and not any third-party.

3.29 Auto Population of Information

A listing which has tax information must be auto-populated at the time the MLS Listing Information is entered into the MLS Compilation. Such tax information shall not be changed unless the listing Participant has documentation that the tax information in inaccurate.

SECTION 4: SELLING PROCEDURES

4.1 Showings and Negotiations

4.1.1 Listing Participants may disable showings for a property listed for sale in the MLS Compilation, provided that: (a) the seller directs the listing Participant not to allow showings in writing, and documentation of the seller's direction is provided to the MLS upon request, (b) the seller continues to accept offers, (c) the property cannot be shown by anyone, including without limitation the listing Participant, (d) the listing Participant blocks the dates the property is unavailable for showings on MLS's showing scheduling service, and (e) the listing Participant identifies in the "Realtor remarks": (i) that the listing is unavailable for showings, and (ii) the date upon which the property will be available for showings.

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4.1.2 Properties listed as Temporarily Off Market or Withdrawn are not available for showings. Appointments for showings and negotiations with the seller for the purchase of listed property filed with the MLS shall be conducted through the listing Participant, except under the following circumstances:

a) the listing Participant gives the cooperating Participant specific authority to show and/or negotiate directly, or

b) after reasonable effort, the cooperating Participant cannot contact the listing Participant or its representative. However, the listing Participant, at its option, may preclude such direct negotiations by cooperating Participants.

4.2 Presentation of Offers

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

4.3 Submission of Written Offers and Counteroffers

4.3.1 The listing Participant shall submit to the seller all written offers until Closing unless seller specifically waives this right in writing or unless precluded by law, government rule, or regulation. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing Participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

4.3.2 Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counteroffers until acceptance unless buyer or tenant specifically waives this right in writing and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

4.4 Right of Cooperating Participant in Presentation of Offer

The cooperating Participant or its representative has the right to participate in the presentation to the seller or lessor of any offer it secures to purchase or lease. The cooperating Participant does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing Participant. However, if the seller or lessor gives written instructions to the listing Participant that the cooperating Participant may not be present when an offer the cooperating Participant secured is presented, the cooperating Participant has the right to a copy of the seller's or lessor's written instructions. None of the foregoing diminishes the listing Participant's right to control the establishment of appointments for such presentations.

Where the cooperating Participant is not present during the presentation of the offer, the cooperating Participant can request in writing, and the listing Participant must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

4.5 Right of Listing Participant in Presentation of Counteroffer

The listing Participant or its representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. The listing Participant does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee. However, if the purchaser or lessee gives written instructions to the cooperating Participant that the listing Participant may not be present when a counteroffer is presented, the listing Participant has the right to a copy of the purchaser's or lessee's written instructions.

4.6 Reporting Sales to the MLS

Status changes, including Pending and final Closing of sales, shall be reported to the MLS by the listing Participant within two (2) Business Days after the change has occurred. If negotiations were carried on under Section 4.1.2 (a) or (b) hereof, the cooperating Participant shall report the accepted offers to the listing Participant within two (2) Business Days after occurrence and the listing Participant shall report them to the MLS within two

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(2) Business Days after receiving notice from the cooperating Participant by entering the required information on the sold information screen of the MLS System. All other sold MLS Listing Information without an executed Listing Agreement (for example, FSBO or new home construction), and listings exempted from the MLS under Section 3.10, should be entered in the MLS System as COMP01 under List Broker/ID within thirty (30) calendar days of the date of sale. Participants must contact the MLS to change MLS Listing Information to COMP01 within two (2) Business Days of entering the MLS Listing Information and must provide documentation evidencing the sale upon request. Exclusive Agency to Sell Listings that are sold by the seller must be changed to COMP02 in the MLS System by contacting the MLS within two (2) Business Days of the sale. Final sale amounts reported to the MLS must match within $1,000 of the county assessor reported sale price, or the final Settlement Statement.

4.7 Reporting Resolution of Conditions Affecting Sale

The listing Participant shall report to the MLS within twenty-four (24) hours that a Condition Affecting Sale or Contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled. However, if the Condition Affecting Sale or Contingency is re-established and/or if said Condition Affecting Sale or Contingency has been extended, the listing Participant must modify the MLS Listing Information to include the Conditions Affecting Sale or Contingency.

4.8 Reporting Under Contract

All purchase contracts signed by both the buyer and seller shall be entered in the MLS System by the listing Participant as “Pending” within two (2) Business Days after acceptance except as provided in Section 4.6, or unless the purchase contract has a Contingency, in which case the listing shall remain as “Active” until the Contingency is satisfied.

4.9 Reporting Cancellation of Pending Sale

The listing Participant shall report to the MLS the cancellation of any Pending sale, and the MLS Listing Information shall be reinstated as Active as quickly as possible, but no later than two (2) Business Days after cancellation.

4.10 Disclosing the Existence of Offers

Listing Participants, in response to inquiries from buyers or cooperating Participants shall, with the sellers’ approval, disclose the existence of offers on the property. Where disclosure is authorized, listing Participants shall also disclose, if asked, whether offers were obtained by the listing Participant, by another Participant in the listing firm, or by a cooperating Participant.

4.11 Availability of Properties

Participants shall not misrepresent the availability of access to show or inspect properties.

4.12 Showing Instructions

Participants and Subscribers shall follow the showing instructions published in the MLS for the listed property, including without limitation, any requirements that the listing Participant is present for showings.

SECTION 5: SECURE PASSWORD AND ANALYTICS

All Participants and Subscribers shall access the MLS Compilation, MLS System, and MLS Services by use of an assigned single user MLS secure login ID and password. Accordingly, no one shall share or otherwise provide knowledge of one's password to any other person or entity, including without limitation any Assistants or Subscribers or non-members assistants or agents operating out of the same office, for any reason whatsoever. The sharing or transferring of passwords and/or secure login IDs is strictly prohibited. A Participant shall be responsible for any misuse of its, or its Subscribers' or Assistants', password and/or secure login ID. The MLS monitors the login process by both device characteristics and key stroke patterns for security and automated remediation processes.

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SECTION 6: PROHIBITIONS

6.1 MLS Compilation for Participants Only

The MLS Compilation as disseminated by the MLS is for the exclusive use of Participants and Subscribers. Any MLS Listing Information filed with the MLS shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing Participant.

6.2 Advertising to other Participants and Subscribers

Participants and Subscribers shall only use the MLS Compilation, the MLS System, and the third-party products and services made available through the MLS System in connection with their ordinary real estate business activities and not for any other purpose, including without limitation mass or group email, soliciting, recruiting, or marketing other products or services to Participants and Subscribers.

6.3 Advertising of Listings Entered into the MLS

MLS Listing Information shall not be advertised by any Participant other than the listing Participant without the prior consent of the listing Participant. Documentation of such written consent will be provided to the MLS within two (2) Business Days of request by the MLS. Only the listing Participant or cooperating Participant may claim to have sold a sold listing.

6.4 Prohibition on Advertising Services as "Free"

Participants and Subscribers must not represent that their services as an agent or representative to a buyer or seller in a real estate transaction are free or available at no cost to their clients unless the Participant or Subscribers will not receive compensation from any source for the transaction.

6.5 For Sale Signs

Only a "for sale" sign of the listing Participant may be placed on a property. "For sale" signs on properties listed as Coming Soon must include a "coming soon" rider.

6.6 Sold Signs

Prior to Closing, only the listing Participant may place a "sold" sign on a property, a photograph of a property, or an online listing of a property, unless the listing Participant authorizes the cooperating Participant to post such a sign.

6.7 Solicitation of Listing Filed with the Service

Participants shall not solicit a listing on a property filed with the MLS unless such solicitation is consistent with applicable real estate state agency and advertising laws.

6.8 No Compensation Offers in Listing

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS. Participants must not make or submit listings to the MLS containing any offer of compensation in the MLS to other MLS Participants and Subscribers. Participants must not disclose on the MLS in any way the total commission negotiated between seller and listing broker, or total broker compensation (i.e., combined compensation to both listing brokers and buyer brokers).

6.9 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.

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6.10 No Use of MLS Data or Data Feed for Compensation Offers

Participants are prohibited from using MLS Data or an MLS data feed to directly or indirectly establish or maintain a platform of offers of compensation from multiple brokers to buyer brokers or other buyer representatives and will result in result in termination of the Participant's access to any MLS data and data feeds.

SECTION 7: NO COMPENSATION OFFERS IN MLS

7.1 No Compensation Specified on Listings

7.1.1 The MLS will not accept MLS Listings containing an offer of compensation in the MLS to other MLS Participants and Subscribers. Further, Participant may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives. The MLS may suspend or terminate Participant's access to the MLS if the MLS determines in its discretion that Participant is using MLS data or the MLS data feed in violation of this Section.

7.1.2 The Participant may not input or otherwise disclose the broker compensation or the amount of the total negotiated commission into any field in or on the MLS System and the sharing of the offers of compensation to buyer brokers or other buyer representatives via any MLS field is strictly prohibited.

7.2 Required Consumer Disclosure.

The listing Participant must disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. Disclosure must be included in conspicuous language as part of any Listing Agreement, buyer written agreement, and pre-closing disclosure documents (if any). Participants must 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.

7.3 Short Sales

Participants may, but are not required to, disclose potential short sales to other Participants and Subscribers. When disclosed, Participants may, at their discretion, advise other Participants any modifications to the Listing Agreement, required by the lender as a condition of approving the sale.

SECTION 8: PARTICIPATION

8.1 Service Fees and Late Fees

The specific amounts of fees and charges referenced in these Rules and the Compliance Guidelines, and the requirement for payment, are set from time to time by the Board of Directors and are published in the MLS "Schedule of Fees" available from MLS. Service fees as well as fines for Rules violations are subject to late fees. Additional fees and/or fines may be imposed against the Participant for violation of these Rules as set forth in the Compliance Guidelines. A graduated fee schedule may be imposed where the Participant and/or Subscriber fails to correct a violation and/or fails to pay the associated fine. Repeated violations by Participant and/or Subscriber may be submitted to the Board of Directors for review and discipline where appropriate. See the Schedule of Fees and Compliance Guidelines for details.

Each Participant shall be responsible for payment of all fees and fines for their offices, Subscribers, and Assistants. Payment of such fees and fines may be accepted from the Participant or the Subscriber. None of the foregoing shall preclude the Participant from being reimbursed by the Subscribers affiliated with Participant for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. All fees paid for services including advance payments are non-refundable unless otherwise stated.

Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by a Participant.

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8.2 Subscription Waiver

MLS must provide Participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or commercial information exchange (CIE) where its Participant participates. MLS may, at its discretion, require that Participants sign a certification for nonuse of MLS services by their licensees, which can include penalties and termination of the waiver if violated. In order to waive MLS fees, dues, and charges for a licensee, Participant must submit a certification for nonuse within seven (7) days of employing or affiliating with the licensee.

8.3 Changes to Licensees and/or Assistants

Participants shall notify the MLS of all licensees and assistants in Participant's office, including licensees that do not subscribe to the MLS pursuant to Section 8.2. Changes, additions, or deletions to the licensees and/or assistants in a Participant's office shall be reported to the MLS within seven (7) calendar days. The MLS may periodically audit the roster of licensees affiliated with Participant's office against the applicable state real estate commission records.

8.4 Participant Responsible for Staff

A Participant is responsible for ensuring all Subscribers and Assistants in its office have executed appropriate documentation and paid all applicable fees as required by the MLS.

SECTION 9: COMPLIANCE, ENFORCEMENT, PENALTY

9.1 Compliance with Rules-Authority to Impose Discipline

By becoming and remaining a Participant, Subscriber, Appraiser, or Assistant in the MLS, each Participant, Subscriber, Appraiser, or Assistant agrees to be subject to these Rules, the Compliance Guidelines, and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these Rules and the Compliance Guidelines, 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) courtesy notice,

b) notification of violation,

c) appropriate, reasonable fine not to exceed $15,000.00,

d) 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,

e) suspension of MLS rights, privileges, and services for not less than thirty (30) calendar 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.

A Member may be placed on probation. Probation is not a form of discipline. When a Member 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 these Rules during the probationary period may, at the Board of Directors' discretion, 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. The abeyance of discipline during the probationary period does not bar imposition of other forms of discipline.

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 these Rules, except that the MLS may allow more administrative sanctions for violations of MLS Listing Information provided by Participants and Subscribers before requiring a hearing. The MLS will send a copy of all administrative sanctions against a

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Subscriber to the Subscriber's Participant, and the Participant will be required to attend the hearing of a Subscriber who has received more than three (3) administrative sanctions within a calendar year.

9.2 Compliance with Rules

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

a) for failure to pay any service fees and/or fines within one (1) month of the date due, the non-compliant Member's service shall be suspended until service charges or fines are paid in full.

b) for failure to comply with any other rule, the provisions of Section 9.1 shall apply.

9.3 Compliance with Federal and State Law

Members shall comply with all federal, state, and local laws applicable to the Member's license.

9.4 Applicability of Rules to Subscribers

Non-principal brokers, Subscribers, Appraisers, and others authorized to have access to the MLS Compilation are subject to these Rules and may be disciplined for violations thereof provided that the Participant or Subscriber has signed an agreement acknowledging that access to and use of the MLS Compilation is contingent on compliance with these Rules. Further, failure of any Participant or Subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all Subscribers affiliated with the Participant.

9.5 Considerations of Alleged Violations

9.5.1 Alleged offenses in violation of these Rules may be administratively considered and determined by the MLS staff. By becoming and remaining a Participant, each Participant agrees to be subject to these Rules, the enforcement of which are at the sole discretion of the MLS staff. All complaints of unethical conduct shall be referred by the board of directors of the Association for appropriate action in accordance with the professional standards procedures established in the Association's bylaws.

9.5.2 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.

9.5.3 If the MLS staff determines a violation has occurred, it may direct the imposition of a sanction in accordance with the Compliance Guidelines established by the Board of Directors. If the Participant and/or Subscriber disagrees with MLS staff, then the Participant may request a hearing before the MLS Hearing Panel in accordance with the procedures detailed in the Compliance Guidelines. Such request must be completed within twenty (20) Business Days following receipt of the MLS staff decision.

9.5.4 After the hearing has occurred, the MLS Hearing Panel shall issue a written decision. If the Participant and/or the Subscriber disagrees with the decision of the MLS Hearing Panel, the Participant may appeal such decision to the Board of Directors. The request for a hearing before the Board of Directors must be completed within ten (10) Business Days of receipt of the MLS Hearing Panel's decision.

9.6 Complaints of Unauthorized Use of Listing Content

9.6.1 Any Participant who believes another Participant has engaged in the unauthorized use or display of MLS Listing Information, including but not limited to photographs, images, audio or video recordings, and virtual tours, shall send written notice of such alleged unauthorized use to the MLS. Such notice shall specifically identify the allegedly unauthorized MLS Listing Information and shall be delivered to the MLS not more than thirty (30) calendar days after the alleged misuse was first identified. No Participant may pursue action over the alleged unauthorized use and display of MLS Listing Information in a court of law without first completing the notice and response procedures outlined in this Section 9.6.

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9.6.2 Upon receiving a notice alleging the unauthorized use or display of MLS Listing Information, MLS staff will send the notice to the Participant who is accused of unauthorized use. Within ten (10) calendar days of receiving notice from the MLS, the Participant must either: 1) remove the allegedly unauthorized MLS Listing Information, or 2) provide proof to the MLS that the use is authorized. Any proof submitted will be considered by MLS staff, and a decision of whether the Participant had authority to use the MLS Listing Information, will be made by the MLS within thirty (30) calendar days.

9.6.3 If the MLS determines that the use of the MLS Listing Information was unauthorized, the MLS may issue a sanction pursuant to Section 9.1 of these Rules, including a request to remove and/or cease use of the unauthorized MLS Listing Information within ten (10) calendar days after issuing the decision. If the unauthorized use stems from a violation of these Rules, such violation will be considered in determining the appropriate sanction.

9.6.4 If the alleged violation remains uncured ten (10) calendar days after the MLS's decision, the complaining Participant may seek action through a court of law.

9.7 Rules Violation

Participants may not take legal action against another Participant for alleged violations of these Rules unless the complaining Participant has first exhausted the remedies provided in this Section 9.

9.8 Compliance Audit

All MLS Listing Information entered into the MLS System is subject to audit and remediation by Automated Violation System as well as the processing of Online Reporting Form in accordance with these Rules and the Compliance Guidelines, as amended from time to time.

SECTION 10: MEETING

The meetings of the Participants of the MLS or the Board of Directors for the transaction of business of the MLS shall be held in accordance with the provisions of the MLS Bylaws.

SECTION 11: CONFIDENTIALITY OF MLS INFORMATION

Any information provided by the MLS to the Participants, including without limitation the MLS Compilation, any statistical information, Statistical Reports and any secure login ID or passwords, shall be considered official information of the MLS. Such information shall be considered confidential and exclusively for the use of Participants and Subscribers and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

SECTION 12: PROPRIETARY MLS INFORMATION

All information provided by MLS to Participants and Subscribers shall be considered proprietary information of the MLS. Such information shall be considered confidential and shall be exclusively for the use of Participants and Subscribers.

12.1 MLS Not Responsible for Accuracy of Information

The MLS Compilation disseminated by the MLS is not verified nor authenticated. The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as entered by the Participant. It is the responsibility of Participants to verify the accuracy of all input information, including information input by the MLS at the request of Participants and Subscribers and/or edited by the MLS as necessary to comply with these Rules. The MLS does not verify such information provided and disclaims any

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responsibility for its accuracy. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy or inadequacy of the MLS Listing Information such Participant provides.

SECTION 13: OWNERSHIP OF MLS COMPILATION, COPYRIGHTS AND TRADEMARKS

13.1 Granting the MLS License to MLS Listing Information

By the act of submitting any MLS Listing Information to the MLS, the Participant represents and warrants that it is fully authorized to grant a license to the MLS Listing Information as contemplated by and in compliance with this Section and these Rules, and thereby does grant the MLS a non-exclusive perpetual irrevocable license to include the MLS Listing Information in its copyrighted MLS Compilation and also in any Statistical Report on comparables. MLS Listing Information includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Each Participant who submits MLS Listing Information 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 MLS Listing Information or any inadequacy of ownership, license, or title to the MLS Listing Information submitted by that Participant.

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

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, Participant, Subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) calendar 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.

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13.2 MLSOK's Exclusive Rights to the MLS Compilation

All right, title, and interest in each copy of every MLS Compilation created and copyrighted by the MLS and in the copyrights therein, shall at all times remain vested in MLSOK, Inc.

13.3 Use of the Copyrights or Trademarks Not Permitted

Participants shall not use the copyrights or trademarks and shall not use the MLS logo, MLSOK, OKCMAR, or Oklahoma City Metropolitan Association of REALTORS® trade names, or any derivatives thereof, in Participants' names, domain names, web addresses or uniform resource locators (URLs) unless approved by the MLS in writing.

13.4 Use of Terms Not Permitted

Participants shall not use the term "multiple listing service", the acronym "MLS" or derivatives thereof in the company name. In addition, Participants shall not use the terms "multiple listing service", the acronym "MLS", or derivatives thereof in domain names, web addresses or URLs or in public display and all existing uses of such terms must cease. No Participant shall indicate or imply in any manner that the Participant is a multiple listing service or that the public has access to or may search the multiple listing service (e.g., Search the MLS or access the MLS) on the Participant's website, in the MLS Compilation, or otherwise.

SECTION 14: USE OF COPYRIGHTED MLS COMPILATION

14.1 Use

Participants shall, at all times, maintain control over and responsibility for each copy of the MLS Compilation, whether through the Internet, software, or off-line after being downloaded to a computer or server, and shall not distribute any such copies to persons other than Subscribers, and any other licensees as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are strictly prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by the MLS where access to such information is prohibited by law.

14.2 Display

Participants and Subscribers 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. Participants shall not, under any circumstances, allow prospective purchasers of real property to have direct access to the MLS Compilation whether from a computer or from a website or in any other manner.

14.3 Reproduction

Participants or Subscribers shall not reproduce any MLS Compilation or any portion thereof, except in the following limited circumstances:

14.3.1 Participants or Subscribers may reproduce from the MLS Compilation and distribute to prospective purchasers a reasonable number of single copies of MLS Listing Information contained in the MLS Compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the Participants or Subscribers, be interested.

14.3.2 Reproductions made in accordance with this Rule shall be prepared in such a fashion that the MLS Listing Information only include properties in which the prospective purchaser has expressed interest, or in which the Participant or the Subscriber is seeking to promote interest. 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.

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14.3.3 Any MLS Compilation, or portion thereof, 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 Subscriber 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.

14.3.4 None of the foregoing shall be construed to prevent any individual legitimately in possession of current MLS Listing Information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any non-confidential MLS Listing Information 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 require execution of a third-party license agreement where deemed appropriate by the MLS. Participants who elect to use such data feeds must 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.

14.4 Limitations on Use of MLS Compilation

Use of any portion of the MLS Compilation, the Statistical Reports, or any sold or comparable report of the Association or MLS for public mass-media advertising by a Participant or in other public representations, is not prohibited.

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or the 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 MLSOK for the period [date] through [date]. This information is not verified for authenticity or accuracy, is not guaranteed, and may not reflect all real estate activity in the market. 2024 [or current year] MLSOK, Inc. All rights reserved."

14.5 Authorization

Participants' consent for display of their MLS Listing Information by other Participants pursuant to these Rules 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 MLS Listing Information, that Participant may not download, frame, or display the MLS Listing Information of other Participants. Even where Participants have given blanket authority for other Participants to display their MLS Listing Information on IDX Displays, 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.

14.6 Participation

Participation in IDX is available to all MLS Participants who consent to display of their MLS Listing Information by other Participants.

14.6.1 Participant may request a list of available IDX fields from the MLS; however, the MLS shall at all times retain the right to make the final determination as to what is made available for IDX. IDX Displays are at all times subject to these Rules, as may be amended from time to time.

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

14.6.3 Nothing in these Rules is intended to limit or restrict a Participant's use of his or her own MLS Listing Information. Upon written request, the MLS will promptly provide a Participant or its representative a data feed containing, at minimum, all active MLS Listing Information input into the MLS System by or on behalf of the Participant and all of the Participant's off-market MLS Listing Information available in the MLS System.

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The fees for providing the Participant's MLS Listing Information shall be reasonably related to the actual costs incurred by the MLS.

14.7 Internet Data Exchange (IDX)

14.7.1 Participants must notify the MLS of their intention to display IDX information. The MLS shall respond to all Participant requests to display IDX information within five (5) Business Days of notification. Participants must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. This includes, but is not limited to, providing the website URLs to the MLS and the MLS must be notified of the establishment of any new IDX Displays or change of IDX Display URL.

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

14.7.3 MLS Listing Information, including property addresses, can be included in IDX Displays except where a seller has directed their listing Participant to withhold their MLS Listing Information or the listing's property address from all display on the Internet (including, but not limited to, publicly accessible Web sites or VOWs) or other electronic forms of display or distribution.

14.7.4 Participants may select the MLS Listing Information to display through IDX Displays 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 Listing, Exclusive Agency Listing). Selection of MLS Listing Information displayed through authorized IDX Displays must be independently made by each Participant.

14.7.5 All displays of the MLS Compilation shall include the following disclaimer and copyright notice:

> **Copyright 2024 [or current year] MLSOK, Inc. We do not attempt to verify the currency, completeness, accuracy, or authenticity of the data contained herein. Information is subject to transcription and transmission errors and is provided "as is". All information, including but not limited to property square footage and lot size, zoning, and fitness for a particular purpose is subject to inaccuracies and should be independently verified through personal inspection and/or consultation with appropriate professionals. The listing information provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective purchasers. This data is copyrighted and may not be transmitted, retransmitted, copied, framed, repurposed, or altered in any way for any other site, individual and/or purpose without the express written permission of MLSOK, Inc. Information last updated on [date].**

14.7.6 Participants must refresh all MLS downloads and IDX Displays automatically fed by those downloads at least once every twelve (12) hours.

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

14.7.8 Any IDX Display controlled by a Participant must clearly identify the name of the brokerage firm under which the Participant operates 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.

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

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b) Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the MLS Listing Information,

shall disable or discontinue either or both features for the seller's listings at the request of the seller. The listing Participant or Subscriber shall communicate to the MLS that the seller has elected to have one or both features disabled or discontinued on all displays controlled by Participants'. Except for the foregoing and subject to Section 14.7.9, 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.

14.7.9 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 displayed on the IDX Display. The Participant's contact information shall be clearly and conspicuously displayed. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Participant or listing Subscriber for the property explaining why the data or information is false. However, Participants and Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

14.7.10 MLS Listing Information displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields is prohibited. Confidential fields intended only for other Participants and Subscribers (e.g., showing instructions, property security information, etc.) shall not be displayed.

14.7.11 The type of Listing Agreement (e.g., Exclusive Right to Sell Listing, Exclusive Agency to Sell Listing, etc.) shall not be displayed on IDX Displays.

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

14.7.13 All MLS Listing Information displayed pursuant to IDX shall identify the listing firm and email address or phone number of the listing firm in a reasonably prominent location adjacent to the MLS Listing Information and above any information provided from other sources, and in a readily visible color and typeface not smaller than the median used in the display of MLS Listing Information. The contact information for the listing firm must be clearly identified and displayed at least as prominently as any other contact information or lead form on the IDX Display. 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 an IDX Display that includes all required disclosures. For audio delivery of MLS Listing Information, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the audio device's application

14.7.14 All MLS Listing Information displayed pursuant to IDX shall identify the listing Subscriber or Participant.

14.7.15 All results displayed via a search of the MLS Listing Information must display the MLSOK IDX logo or the listing firm.

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

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14.7.17 All MLS Listing Information displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to an IDX Display that includes all required disclosures.

14.7.18 Participants and their affiliated Subscribers shall indicate on their IDX Displays 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 not guaranteed accurate by the MLS. IDX 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 an IDX Display that includes all required disclosures.

14.7.19 The number of IDX listings consumers can retrieve or download in response to an inquiry shall be limited to no more than two hundred and fifty (250) listings.

14.7.20 The right to display other Participants’ MLS Listing Information pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in the MLS.

14.7.21 MLS Listing Information obtained from sources other than MLS where the Participant holds participatory rights must display the source from which each such listing was obtained. 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 an IDX Display that includes all required disclosures.
14.7.22 Participants may display on an IDX Display all Active MLS Listing Information unless the seller has affirmatively directed that the listing shall not appear on IDX Displays, sold MLS Listing Information from January 1, 2012, non-confidential Pending sale MLS Listing Information, and other MLS Listing Information authorized under these Rules.

14.7.22 Display of Released, Temporarily Off Market, Expired, and Withdrawn MLS Listing Information is prohibited.

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

14.7.24 Participant may display advertising on an IDX Display; provided, however, that any advertisements displayed on pages of an IDX Display that display MLS Listing Information must be clearly labeled as advertisements. Deceptive or misleading advertising (including co-branding) on pages of an IDX Display 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.

14.8 Virtual Office Websites (VOW)

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

As used in this Section 14.8 of these rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and Subscribers — 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 Subscriber, or by an “Affiliated VOW Partner” (AVP) on behalf of a Participant.

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 the MLS Compilation or MLS Listing Information, except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to the MLS Compilation is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

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14.8.1 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 VOW website with links to the VOWs of the other offices.

14.8.2 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).

14.8.3 Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other Participants whose MLS Listing Information will be displayed on the Participant's VOW.

14.8.4 Before permitting any consumer to search for or retrieve any MLS Listing Information on the Participant's VOW, the Participant must take each of the following steps:

14.8.4.1 The Participant must first establish with that consumer a lawful broker-consumer relationship as defined by the law of the state of Participant's licensure, including completion of all actions required by state law in connection with providing real estate brokerage services to 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.

14.8.4.2 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 14.8.6 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.

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

14.8.4.4 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, username, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) calendar days after the expiration of the validity of the Registrant's password.

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

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

14.8.6 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:

14.8.6.1 That the Registrant acknowledges entering into a lawful consumer- broker relationship with the Participant;

14. 8.6.2 That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

14.8.6.3 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;

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14.8.6.4 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;

14.8.6.5 That the Registrant acknowledges the MLS' ownership of, and the validity of, the MLS' copyright in the MLS Compilation.

14.8.7 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.

14.8.8 The Terms of Use agreement shall also expressly authorize the MLS and other Participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with these Rules and monitoring display of Participants' MLS Listing Information by the VOW. The agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

14.8.9 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 Subscriber 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.

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

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

14.8.11 A Participant's VOW shall not display the MLS Listing Information or property addresses of any seller who has affirmatively directed the listing Participant to withhold the seller's MLS Listing Information or property address from display on the Internet. The listing Participant shall communicate to the MLS that the seller has elected not to permit display of the MLS Listing Information 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 MLS Listing Information of sellers who have determined not to have the MLS Listing Information for their property displayed on the Internet.

14.8.12 A Participant who lists a property for a seller who has elected not to have the property MLS Listing Information, 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.

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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

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

14.8.14 Subject to Subsection 14.8.16 below, a Participant's VOW may allow third parties:

a) to write comments or reviews about particular MLS Listing Information or display a hyperlink to such comments or reviews in immediate conjunction with particular MLS Listing Information, or

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

14.8.15 Notwithstanding the foregoing, at the request of a seller, the Participant shall disable or discontinue either or both features described in Section 14.8.14 as to any MLS Listing Information of the seller. The listing Participant or Subscriber 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 14.8.16, 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.

14.8.16 A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing Participant about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within two (2) Business Days following receipt of a communication from the listing Participant 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.

14.8.17 A Participant shall cause the MLS Compilation available on its VOW to be refreshed at least once every three (3) calendar days.

14.8.18 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 Compilation to any person or entity for any reason.

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

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

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

14.8.22 A Participant may operate more than one VOW either individually or through an AVP. A Participant who operates its VOW may contract with an AVP to have the AVP operate other VOWs on its behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

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

a) Expired, Released, Temporarily Off Market, and Withdrawn MLS Listing Information;

b) the type of Listing Agreement, i.e., Exclusive Right to Sell Listing or Exclusive Agency to Sell Listing;

c) the seller's and occupant's name(s), phone number(s), or e-mail address(es);

d) instructions or remarks intended for cooperating Participants only, such as those regarding showings or security of listed property.

14.8.24 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 Compilation. The Participant may, however, augment the MLS Compilation 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 MLS Listing Information or fewer than all of the authorized information fields.

14.8.25 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 not guaranteed accurate by the MLS and shall include the following disclaimer and copyright notice:

> "This information is not verified for authenticity or accuracy, is not guaranteed and may not reflect all real estate activity in the market. © 2024 [or current year] MLSOK, Inc. All rights reserved."

A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

14.8.26 A Participant shall cause any MLS Listing Information that is displayed on his or her VOW to identify the name of the listing firm, the email address and phone number for the listing firm, and the name of the listing Participant or Subscriber, in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of the MLS Compilation.

14.8.27 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than two hundred fifty (250) current listings in response to any inquiry.

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

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

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14.8.30 Where a seller affirmatively directs its listing Participant to withhold either the seller's MLS Listing Information or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within two (2) Business Days.

14.8.31 A Participant may display advertising and the identification of other entities ("cobranding") on any VOW the Participant operates or that is operated on its behalf; provided, however, that any advertisements displayed on pages of a VOW that display MLS Listing Information must be clearly labeled as advertisements. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, cobranding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant) is displayed in immediate conjunction with that of every other party and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

SECTION 15: MEDIATION AND ARBITRATION OF DISPUTES

15.1 Agreement to Arbitrate

By becoming and remaining a Participant or Subscriber, each Participant and Subscriber agrees to arbitrate disputes arising out of the real estate business which also arises out of, or is in conjunction with, any listing or any appraisal filed with the MLS, including disputes involving contractual issues, procuring cause and commission disputes, with any other Participant or Subscriber who is authorized to have access to this MLS. Any disputes that arise between REALTOR® Participants and/or Subscribers shall be referred to the primary Association of the Participant or Subscriber for appropriate action and/or arbitration in accordance with the professional standards procedures established in the Association's Bylaws. Any disputes that arise between Participants and/or Subscribers involving Non-Association Member Participants or Subscribers will be referred to Rules Violation Committee and arbitration shall be conducted in accordance with MLS Hearing Procedures at Participant's or Subscriber's own expense, if applicable. Failure to submit to arbitration and abide by the arbitration award, including but not limited to timely payment of the arbitration award as provided herein shall be a violation of these MLS Rules and subjects Participants and Subscribers to possible suspension from the MLS and/or other penalties.

15.2 Other Agreements

Notwithstanding any other provision of these Rules, if any Participant or Subscriber enters into an agreement (either before or after a dispute arises) with another Participant or Subscriber to an alternative dispute resolution process, either through mediation, arbitration or otherwise, such persons are not bound to arbitrate the dispute covered by such agreement under these rules.

15.3 Timing

For purposes of this Section 15, the duty to arbitrate shall be determined when facts giving rise to the dispute occurred. Therefore, a Participant or Subscriber shall have a duty to arbitrate if the person was an MLS Participant or Subscriber when facts giving rise to the dispute occurred. The duty to arbitrate under this Section for disputes that arose when the person was a Participant or Subscriber shall survive termination of MLS participation or subscription. Requests for arbitration must be filed within one hundred and eighty (180) days after the closing of the transaction, if any, or after the facts constituting the matter could have been known in the exercise of reasonable diligence, whichever is later.

SECTION 16: ORIENTATION

Any applicant for MLS participation and any Subscriber affiliated with a Participant who has access to, and use of the MLS Compilation shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and computer training related to MLS information entry and retrieval and the operation of the MLS within thirty (30) calendar days after access has been provided.

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Participants and Subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize Participants and Subscribers with MLS System changes or enhancements and/or changes to the Rules or MLS policies. Participants and Subscribers shall have the opportunity to complete any mandated orientation and additional training remotely.

SECTION 17: PHOTOGRAPH OR IMAGES

17.1 Disclaimer of Warranties for Images

The MLS does not make any warranty of any kind to MLS Participants, Subscribers or to the clients or customers of its Participants or Subscribers, concerning the accuracy or completeness of any particular image entered into the MLS Compilation, nor does the MLS assume the duty to verify the accuracy of the image associated with any particular MLS Listing Information.

17.2 Photographs or Images

All photographs entered in the MLS System by the Participant shall be accurate representations of the property and shall not be misleading. Participants and their affiliated Subscribers may submit photographs or images to the MLS for dissemination with Participant's MLS Listing Information in the MLS Compilation. Photographs or images may be disseminated through the MLS Compilation only in relation to a listed property. Photographs or images disseminated through the MLS Compilation shall be limited solely to photographs or images of the listed property, the structure(s) located thereon, or amenities available to owners of the property, except that listings for under construction properties may display photographs of a similar finished property with the same floorplan if built by the same developer, so long as the photograph contains a watermark identifying the property in the photograph as a model or previously built home, not the listed property. Participants shall not submit any misleading photographs or images to the MLS. Except as otherwise provided in these Rules, photographs and images submitted to the MLS shall not be digitally altered to include overlays of other images, text, photographs, graphics, or logos. It shall constitute a violation of these Rules for a Participant to submit photographs, images, virtual tours, videos or other information to the MLS that includes identifying information about the Participant or Subscriber. A Participant who submits a photograph, image, virtual tour or other media to the MLS warrants that the Participant owns all copyright rights or other intellectual property rights in, or has received all necessary licenses to, such photograph, image, virtual tour or other media, and by submitting the photograph, image, virtual tour, video or other media to the MLS, conveys to the MLS a perpetual irrevocable non-exclusive license to use the photograph, image, virtual tours, video or other media for any, and all purposes deemed appropriate by the MLS in its sole discretion, including, but not limited to, publication and dissemination of the photograph, image, virtual tour or other media in the MLS Compilation, or to display it on any Internet web site to which the MLS provides data about real property. Participant and its affiliated Subscribers shall not Re-use any photographs, images, video, virtual tours, or other media content contained in the MLS Compilation. Participant shall protect the images from unauthorized copying, dissemination, or disclosure and from any other unauthorized use. Use of MLS Listing Information media (photographs, drawings, video recordings, etc.), including any copies obtained from previous MLS Listing Information are strictly prohibited absent written consent from the seller, listing Member, or the person or entity that owns the rights to the media content. Participant agrees to indemnify, defend, and hold the MLS harmless from any and all damages or losses, including attorney's fees and litigation costs or expenses arising from claims made against the MLS by a third party based upon the MLS's dissemination or display of the photograph or image submitted by the Participant.

17.3 Listing Photograph Exemption

All photographs entered in the MLS System by the Participant shall be accurate representations of the property and shall not be misleading. Photographs must be of the property only and shall not include any person(s). Each listing entered in the MLS System must have at least one (1) photograph of the subject property, except where the seller has expressly directed that photographs or other graphic representations of the property must be withheld from the MLS Compilation. The Participant must include a copy of the listing exclusion

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agreement between the seller and the listing Participant which directs that such photographs or other graphic representations of the property be withheld and must submit an alternative photograph or visual representation in lieu of a photograph, such as a map, floor plan, or architectural rendering.

SECTION 18: AMENDMENTS

Any National Association of REALTOR® mandated rule or provision that requires a change to the Rules contained herein will be considered by the Board of Directors and implemented as needed. MLS staff will notify the Board of Directors of the need and nature of the required change.

Amendments to these Rules shall be by consideration and approval of the Board of Directors, subject to final approval by the shareholders of the Oklahoma City Metropolitan Association of REALTORS®. Once approved, the President of the Board of Directors must sign an official copy before the amendments go into full force and effect.

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