

Rules and Regulations of the Southwest Missouri MLS, LLC d.b.a. “SWBOR” and/or “MLS”

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Purpose

Through the facility of multiple listing, information concerning individual listings can be made known to all REALTORS® who participate in the activity. The distribution of information requires reasonable rules of procedure and efficient central office management to expedite the service. The basis of the multiple listing activity is the creation of a facility whereby REALTORS® may most effectively invite other brokers to enter into cooperative agreements with them for the sale of their listings and provide information necessary to permit such cooperation; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals and other valuations of real property; and by which Participants engaging in real estate appraisal contribute to common databases.

Key Definitions

Multiple Listing Service (MLS)

The Multiple Listing Service (MLS) is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and customers and the public; a means by which authorized Participants (acting brokerage relationship capacities defined by law); a means of enhancing cooperation among Participants; a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; a means by which Participants engaging in real estate appraisal contribute to common databases. Entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease).

Participants/Subscribers

Where the term Participant is used, it shall be construed to mean the REALTOR® principal of any board/association of REALTORS® who are defined as Members of the MLS. Where the term Subscriber is used, it shall be construed to mean the non-principal REALTORS® affiliated with Participants. See Article 4 of the MLS Bylaws for more comprehensive definitions.

Member

The Association of REALTORS® participating in the MLS owned and operated by SOMO MLS.

Listing Procedures

Section 1 Listing Procedures

Listings of real or personal property, which are listed subject to a real estate broker's license, and are located within the territorial jurisdiction of the MLS, and are taken by Participants on Exclusive Right-To-Sell and Exclusive Agency forms, shall be delivered to the MLS within four (4) calendar days after all necessary signatures per listing agreement (The effective date shall be indicated by the date adjacent to the signature of the last party to sign the listing contract or otherwise specified).

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

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

The MLS shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the MLS acting as subagents, buyer agents, or both.

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

The different types of listing agreements accepted by the MLS include only:

Seller's Agency Exclusive Right to Sell	Transaction Brokerage Exclusive Brokerage
Seller's Agency Exclusive Agency	Landlord's Agency Exclusive Right to Lease
Transaction Brokerage Exclusive Right to Sell	Transaction Brokerage Exclusive Right to Lease

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

The **exclusive right-to-sell** listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

Note 2: A MLS does not regulate the type of listings its members may take. This does not mean that a MLS must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the MLS.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

Section 1.01 Clear Cooperation

Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. (May 2020)

Note: Exclusive listing information for all property types, excluding Commercial and Rental/Lease, must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 if it is being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants. (June 2020)

Section 1.03 Teams

Any Licensee whose primary Association is located within the SOMO MLS services area and is affiliated with a real estate team or group of which one team or group member is a Subscriber/Participant of SOMO MLS is not eligible for an MLS of Choice waiver from SOMO MLS.

Unlicensed assistants on the team accessing the MLS must also be subscribers. Unlicensed assistants that do not need access to the MLS will NOT require a membership but will require a waiver from the Team Leader. (April 2022)

Section 1.1 Types of Properties

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

Residential For Sale
Multi-Family For Sale

Land/Lots
Farm For Sale

Commercial For Sale
Residential Rental/Lease

Section 1.1.1 Listings Subject to Rules and Regulations of MLS

Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of MLS upon signature of the seller(s).

Section 1.1.2 Listing Sub Type Definitions

This is not a complete list and does not represent the only Sub Types available.

Residential:

- **Single Family:** stick-built home, built on-site. (May 2015)
Note: allowed to be searchable as a Vacation Rental if supporting documents from the governing municipality are attached to the listing. (Nov 2015)
- **Hobby Farm:** Any single-family residence, with no less than 1 but not more than 10 acres, that could have equine, livestock, and/or crops. (April 2018)
- **Modular:** constructed of pre-made parts and unit modules and includes a permanent foundation. A structure on a rented lot may not be listed in the MLS for sale; a lot with structures may be placed in the MLS for lease. (Mar 2021)

- **Manufactured on Land:** A factory-built house that is transported to the lot, that has a serial/license number and a steel frame, and was built after 1976. A structure on a rented lot may not be listed in the MLS for sale; a lot with structures may be placed in the MLS for lease. (Mar 2021)
- **Mobile Home:** singlewide or doublewide built prior to 1976. A structure on a rented lot may not be listed in the MLS for sale; a lot with structures may be placed in the MLS for lease. (Mar 2021)
- **Multiple Residences:** more than one residence included in the purchase price. (June 2020)
- **Condominium:** a unit within a structure where ownership is on a unit-by-unit basis. (Dec 2020)
- **Townhouse:** a dwelling unit, generally having two or more floors and attached to other similar units via party walls. (Dec 2020)
- **Duplex:** A multi-family structure with two independent units sharing a common roof. (June 2020)
- **Note: Half Duplex:** A single side of a multi-family structure with two independent units sharing a common roof that can be owned individually. (Dec 2020)
- **Note: Patio Home:** A multi-family structure with more than two independent units sharing common walls. (Dec 2020)
- **Note: Berm Homes:** Square footage should be entered in the Above Grade Sq Ft field. (Feb 2017)
- **Note: Guttred Homes:** When a structure is gutted, the Property Type and Sub Type should remain the same as if it were not gutted, and the listing agent should be as specific as possible about the condition of the property in the Marketing Remarks. (June 2020)
- **Note:** If the structure you are selling is on a rented lot, it cannot be put in the MLS. Land must be conveyed as part of the sale/lease. (June 2020)

Land/Lots:

- **Acreage:** Any piece of undeveloped ground without a residential or commercial zoning.
- **Acreage with Improvements:** Acreage that includes an uninhabitable outbuilding(s) or garage(s). (Dec 2020)
- **Commercial Lot(s):** Any piece of undeveloped ground already zoned for commercial.
- **Development Land:** Any piece of undeveloped ground that needs a change from its current zoning, to a residential, duplex, multi-family or commercial zoning.
- **Duplex Lot(s):** Any piece of undeveloped ground already zoned for a duplex(es).
- **Multi-Family Lot(s):** Any piece of undeveloped ground already zoned for multi-family.
- **Residential Lot(s):** Any piece of undeveloped ground within a subdivision, zoned for a single-family resident.
- **Note:** A property may be classified as any of the above Land/Lot sub-types, even if there is a/are structure(s) on the property, but the undeveloped portion of the land is a significant portion of the property's value and/or the highest and best use. (Oct 2020)

Farm:

- Any property with a minimum of 10 open/cleared acres that is already established as a working farm. It must have at least one of the following: single-family residence, barn, outbuilding. (April 2018)

Commercial:

- **Note:** No listing can be put in the MLS without real property (land) changing hands. Land must be conveyed as part of the sale/lease. (June 2020)

Section 1.1.3 Listing Status Definitions

- **Active:** An employment agreement is in place between broker and owners – the property is actively being marketed to buyers; **or** an agreement has been reached between the owners and buyers which is contingent on the sale and/or closing of that buyer’s present property, but this existing contract would automatically terminate upon an agreement between the owners and new buyers, therefore allowing the property to be actively marketed to buyers without interference from the present contract. Listings in Active status must be available for showing. (Mar 2021)
- **Active Short Sale:** An employment agreement between the broker and owners is in place, and an agreement has been reached between owners and buyers which is contingent on written notification of approval by the present debtholder(s), but until receipt of that notification, the property is available for viewings and offers by other buyers. After that notification, the property will be changed to Pending status.
- **Active with Contingency:** An agreement has been reached between the owners and buyers, but the closing is contingent on the buyer’s present property receiving an offer that is accepted and causes their MLS status to change to “Pending” as defined in Section 1.1.3. Unless the buyer chooses to waive the contingency of their present property going “Pending”, the seller’s property is available for viewings and offers from others. A subsequent agreement between the seller and new buyer becomes effective **only if** the existing contract is “kicked out” after failure by the first buyer to waive or satisfy the contingency.
Note: Only the contingency for a Pending status of the buyer’s present property qualifies as a “contingency” in this context – contracts with other non-sale contingencies should use the Pending status. (Dec. 2019)
- **Pending:** An agreement has been reached between the owners and buyers. All subsequent contracts will be in a back-up position to the existing contract.
- **Temporarily Off Market (formerly Withdrawn):** An employment agreement between the broker and owners is still in place; however, the property is temporarily unavailable for viewing or offers by buyers, but is expected to be available for viewings and offers soon.
- **Closed:** An agreement was reached between owners and buyers, and the contract has been fulfilled, transferring ownership of the property to those buyers.
- **Expired:** An employment agreement between the broker and owners has expired without a closing and the property is no longer available for viewings or offers by prospective buyers. (Sept 2016)
- **Cancelled:** An employment agreement between the broker and owners is no longer in place, having been cancelled by both parties in accordance with broker’s written listing agreement, and the property is no longer available for viewings or offers by prospective buyers. (Sept 2016)
- **Coming Soon – No Showings:** see Section 2.11.

Section 1.1.4 DOM/CDOM

Begin date – effective date of the listing contract or date otherwise specified within the SOMO Withhold from MLS Form or the Coming Soon - No Showing Addendum (April 2022)

End date – expiration date on the listing contract (April 2022)

DOM is counted from the Begin Date to the Pending Date.

- a. DOM will NOT continue to accrue when listings are in the following Status: Pending, Closed, Withdrawn, Cancelled, Expired.
- b. DOM will continue to accrue when listings are in the following Status: Active, Active with Contingency, Active Short Sale.

CDOM is counted from the Begin Date of a previous listing of the same Parcel number (Tax ID) if it has been less than 60 days since the previous listing was Closed, Withdrawn, Cancelled or Expired. CDOM will not carry forward if the property has been off the market for 60 days or more.

- c. CDOM will NOT continue to accrue when listings are in the following Status: Pending, Closed, Withdrawn, Cancelled, Expired.
- d. CDOM will continue to accrue when listings are in the following Status: Active, Active with Contingency, Active Short Sale. (Feb 2017)

Note: If a new construction is built on an existing lot, the listing does not have to include the lot Tax ID, as this would incorrectly display the CDOM for the lot instead of the structure. “0” should be entered in the Tax ID field, and the participant/subscriber should email their local Association to manually correct the CDOM. (Jan 2017)

Section 1.2.0 Accuracy of Listing Data

Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (Mar 2021)

Section 1.2 Detail on Listings Filed with MLS

- a. A listing agreement or property data form, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form.
 - b. The full legal name of the owner is required, except in the case that a REO company or Relocation company has requested in writing that the name be withheld from the MLS.
 - c. Residential listings filed with the MLS must include a property address where one exists at the time the listing is filed. If a property address is unavailable, then the parcel identification number must be submitted at the time the listing is filed. If no address or parcel identification number is available at the time the listing is filed, the listing must, at a minimum, contain a legal description of the property sufficient to describe the location of the property. This information shall be available to Participants and subscribers at the time of filing (Aug 2021). The address of the property shall be entered into the MLS in long form with no abbreviations.
 - d. The finished square footage reported should reflect the living area in the home. By definition, “living area” (sometimes referred to as “heated living area” or “heated square footage”) is space that is intended for human occupancy and satisfies each of the following two conditions:
 1. Heated by a conventional heating system or systems (forced air, radiant, solar, etc.) that are permanently installed in the dwelling - not a portable heater - which generates heat sufficient to make the space suitable for year-round occupancy
 2. Finished, with walls, floors, and ceilings of materials generally accepted for interior construction
- Note:** Room Level Descriptions
B: basement – no walk-out (below grade)
L: lower level walk-out (below grade)

- 1: main level first floor (above grade)
 - 2: second floor (above grade)
 - 3: third floor (above grade)
- e. Total sqft, finished or unfinished, should not include garages or open-air/screened porches.
 - f. The listing of all property types with a dwelling built before 1978 must have a Lead-Based Paint Disclosure attached at the time of Active status. Foreclosures and other legal exemptions are not required to submit to the MLS a Lead-Based Paint Disclosure. (Oct 2020)
 - g. The listing must not contain branding in publicly available fields. Branding is defined as:
 1. Use of any visual solicitation for the listing agent/team/broker and/or listing company, including branded photographs, brokerage logos or signage, scrolling marquees, colored borders, or other graphic representations. Branding also includes seller contact information. (June 2019)
 2. Use of any contact information in public marketing remarks or publicly viewable fields. (June 2019)

MLS retains the right to suspend MLS access and issue a fine for any listing that does not have correct or complete information in all required fields or attached documents. Fines may continue to be levied upon the Participant/Subscriber until the data has been corrected. See Section 7.1 Compliance with Rules.

Section 1.2.1 Detail on Listing Photos (July 2020)

- a. At least one (1) photo, drawing, or rendition of the property shall be included at the time of Active status.
- b. The image that appears first (either because it is photo #1 or it is flagged as the “primary photo”) must be specific to that listed property and can be either an exterior or interior image.
- c. At least one (1) photo must be a ground level, front facing, exterior image of the actual structure for sale/lease and be one of the first six photos displayed for that property.
- d. For a condo, apartment, or other multi-family dwelling, at least one (1) photo must be a ground level, front-facing exterior image of the actual building where the unit for sale/lease is located.
- e. New Construction listings may use an artist's rendering of the listed property as the primary photo.
- f. Vacant land listings are required to have a photo or other graphic representation. Where applicable, any information with regard to the subdivision amenities must be uploaded and publicly available in MLS.
- g. Sellers of properties listed in MLS have the ability to direct, in writing, that photographs or other graphic representations of the property be withheld from the MLS compilation.
- h. MLS may enforce the copyright and ownership of photos and/or artwork in the MLS that are owned by the original listing agent by removing the photo(s) in violation. Participants may not use photos or artwork submitted by another agent without specific written authorization.
- i. Publicly accessible photos, videos, virtual tours, and other media shall not contain branding, which is defined in Section 1.2.g.

Section 1.2.2 Off Market Transactions

If entering an Off-Market transaction, the transaction must be entered into the MLS within four (4) calendar days of the Close Date, must contain at least one (1) photo. The Authorization to Show/Permission to Show agreement must be submitted if requested. The sold price cannot be withheld from the MLS. (Sept 2021)

Section 1.3 Exempt Listings

If the seller refuses to permit the listing to be disseminated by the service, the Participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the Participants. Filing of the listing should be accompanied by the SOMO Withheld from MLS Form, signed by the seller that s/he does not desire the listing to be disseminated by the service.

Note 1: Section 1.3 is not required if the service does not require all listings to be submitted by a Participant to the

service.

Note 2: MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.

Section 1.4 Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the MLS within four (4) calendar days after the authorized change is received by the listing broker.

Note 1: Listed properties are considered “Pending” (under contract) at the time all parties to the contract have signed and accepted the offer and must be updated in the MLS within four (4) calendar days.

Note 2: Lease purchase transactions should be kept as “Pending” status until officially closed.

Section 1.5 Withdrawal of Listing Prior to Expiration

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

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

Section 1.6 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants within four (4) calendar days.

Section 1.7 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction and no list price is specified in the agreement.

Section 1.8 Listing Parent/Child Properties

The relationship of an active property or properties must be made apparent by the assignment of either a Parent or Child designation to each listing in the MLS and on the property data form when:

- a. a property may be sold as a whole or as parts (e.g., a total of 30 acres is for sale, but could also be sold separately as 10 and 20 acres, or as 10 acres each)
- b. a property can be considered more than one type of Property Type (e.g., a home that has potential to be a rental property may be listed as both Residential for Sale and Commercial for Sale)

When entering the listings into the MLS, these guidelines should be followed:

- a. Assign Parent/Child designation in the General Tab, as well as on the Main Fields Tab. Both tabs are required to be completed on each listing.
- b. If the property Closed as part of only one sale, only one listing may be Closed in MLS. The other(s) should be Cancelled.
- c. If part of the property Closed and there are other sections of the property still for sale, the Closed information should be entered into the MLS within four (4) calendar days.

Section 1.9 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.

Section 1.10 Expiration of Listings

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

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with MLS within four (4) calendar days.

Section 1.11 Termination Date on Listings

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

Section 1.12 Service Area

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to MLS. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant, but cannot be required by MLS.

Section 1.13 Listings of Suspended Participants

When a Participant of MLS is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligation except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise their clients.

Section 1.14 Listings of Expelled Participants

When a Participant of MLS is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association bylaws, MLS bylaws, MLS rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in MLS until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise their clients.

Section 1.15 Listings of Resigned Participants

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

Section 1.16 Listing Agent Must Be a Subscriber

For a listing to be included in the MLS, the listing agent must be a subscriber affiliated with a Participant in good standing of a member. Co-exclusive listings with a non-participating office (or non-participating brand offices) of a member are not accepted. A fine will be assessed by the member Association to the Participant if the co-exclusive listing is entered into the MLS system.

Section 1.16 Property Address

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Feb 2022)

Section 1.17 Use of Marketing in Remarks Field

The Marketing Remarks section of the listing in the MLS system must only be used for information that is descriptive and relevant to an accurate description of the listing property. The MLS does not permit the placement of any contact information including listing agent, broker name, phone number, company names, email addresses, web addresses, or other information of this nature that does not serve to describe the listed property.

Marketing remarks, photo/descriptions, or any other public facing field may contain the builder's name and availability of a model home, but may not contain any contact information or any other language that would encourage a prospective buyer to contact the listing agent, builder, or builder's representative or sales team directly. (Dec 2020)

Section 1.18 Properties Subject to Auction

Effective January 1, 2021, properties subject to auction are not eligible to be input or displayed in the MLS. (Oct 2020)

Section 1.19 Documentation

Upon written or verbal request, an MLS Participant/Subscriber must produce listing and/or transaction documentation to the MLS for the purpose of verifying dates and signatures.

The Participant/Subscriber must also provide any documents requested to complete a listing audit. Listings may be audited by the MLS to verify accuracy of submitted data and compliance with MLS listing regulations. Failure to submit listing and/or transaction documentation by the requested deadline may result in a non-compliance fine and/or suspension of MLS access until all the documents have been received by MLS.

Selling Procedures

Section 2 Showings and Negotiations

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

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

Section 2.1 Presentation of Offers

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

Section 2.2 Submission of Written Offers and Counter-offers

The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is

contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer

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

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

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

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

Section 2.5 Reporting Sales to MLS

Status changes, including final closing of sales and sales prices, shall be reported to the MLS by the listing broker within four (4) calendar days after they have occurred. If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers and prices to the listing broker within four (4) calendar days after occurrence and the listing broker shall report them to the MLS within four (4) calendar days after receiving notice from the cooperating broker.

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

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

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

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

The MLS may provide sale price information to governmental bodies only to be used for statistical

purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this

provision, a listing Participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the buyer and the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

Note 3: As established in the Virtual Office Website (“VOW”) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records.

Note 4: Concerning Boat Slips - the sale price shall be reported as the gross price, including the value of the boat slip, and the value of the boat slip should be reported as a seller concession.

Section 2.6 Reporting Resolution of Contingencies

The listing broker shall report to the MLS within four (4) calendar days that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 Advertising of Listings Filed with the MLS

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

Internet Data Exchange: The IDX policy gives MLS Participants the ability to authorize limited electronic display of their listings by other Participants. Consent for IDX display is presumed unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display (either on a blanket basis or on a per listing basis). If a Participant refuses on a blanket basis to permit IDX display of that Participant’s listings, then that Participant may not display the aggregated MLS data of other Participants on an IDX site.

Transmittal of Participants listings to Aggregators: The MLS shall presume consent to transmit Participants’ listings to third-party aggregators or to member operated public-display listing information. Electronically displayed listing information, all exclusive listings, regardless of type, will be included in the data feed (unless a Participant withholds consent for such transmission), except that MLS may exclude from such data feed any listing where the following conditions are present:

- a. The listed property’s street address or a graphic display of the property’s specific location will be displayed to the public.
- b. The seller displays on the property a “for sale by owner” sign or other sign or notice indicating that the seller is soliciting direct contact from buyers.
- c. The seller has directed their listing broker to withhold their listing from all display on the internet.

Section 2.8 Reporting Cancellation of Pending Sale

The listing broker shall report to the MLS the cancellation of any pending sale within four (4) calendar days, and the listing shall be reinstated immediately.

Section 2.9 Disclosing the Existence of Offers

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

Section 2.10 Availability of Listed Property

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

Section 2.11 “Coming Soon – Show Showings” Listings Inside the MLS

"Coming Soon - No Showings" listings are defined as listings where there is an effective Exclusive Right to Sell or Exclusive Agency agreement in place between the Seller(s) and the Listing Participant/Subscriber; however, the listing requires more time to prepare for market. "Coming Soon - No Showings" listings entered into the MLS inform other Participants and Subscribers of the listing during the marketing and showing preparation but are not eligible for showing appointments. The listing is input in the MLS database but is not on market as an "Active" status.

It shall be the responsibility of the Listing Participant/Subscriber to follow and understand the following MLS rules when placing a property in the "Coming Soon - No Showings" status of the MLS:

- a. All "Coming Soon - No Showings" listings will require the executed Coming Soon Addendum to be attached to the documents section of the listing at the time the listing is entered into the MLS. A "Coming Soon – No Showings" status requires all the same data required to submit an "Active" listing into the MLS.
- b. The Listing Participant/Subscriber is required to select the MLS status as "Coming Soon - No Showings" when entering the listing. The "Start Showing Date" may not exceed fourteen (14) calendar days after the Begin Date (effective date of the listing as indicated by the signed employment agreement) and shall require the owner(s) consent on the MLS Coming Soon Addendum. Participant/Subscriber further understands that the "Start Showing Date" may not be changed for any reason and the "Coming Soon – No Showings" status must remain in place until the "Start Showing Date".
- c. "Coming Soon – No Showings until xx/xx/xx date", shall be clearly added to the beginning of the public Marketing Remarks. Primary photo must prominently display "Coming Soon – No Showings".
- d. The listing will automatically transition from "Coming Soon - No Showings" to "Active" status on the "Start Showing Date". When a listing moves to "Active" status inside the MLS, the listing must be made available for showing by Participants and Subscribers of MLS.
- e. Once the listing moves from "Coming Soon - No Showings" to "Active" status, the same MLS listing cannot revert to "Coming Soon - No Showings". Listings of the same property address cannot be entered as a "Coming Soon - No Showings" listing again unless at least 60 calendar days have passed since the original "Coming Soon - No Showings" listing's effective date. In situations where a transfer of title has taken place within 60 days of a property address' status as "Coming Soon - No Showings" in MLS, the Listing Subscriber/Participant may notify the MLS Administrator and include a copy of the new Listing Agreement, indicating the new possessor of legal title, in order to place the new listing inside the "Coming Soon - No Showings" status. In Relocation "Buyout" situations, where a business or relocation company purchases a listing from the current Possessor of Title and that same property address is listed within 60 days of the previous listing's status as "Coming Soon - No Showings", the property address may be entered as a "Coming Soon - No Showings" listing.
- f. When a listing's status is reported to the MLS as "Coming Soon - No Showings," a showing prohibition is deemed to apply to all MLS Participants and Subscribers, including those affiliated with the Listing Participant. Other licensees and/or potential buyers are also prohibited from showing appointments during the time a listing is "Coming Soon - No Showings" status.
- g. BROKER/MLS Participant REALTOR® may place a brokerage sign on the property which must include a "Coming Soon" rider, but only after the listing has been entered into the MLS.
- h. The "Coming Soon - No Showings" status shall not be used or implemented to create a "pocket listing" or to circumvent other MLS policies or rules. It is understood that Participants/Subscribers may not show a property (regardless of its status) where showings and/or ability to submit offers is unavailable to cooperative agents and brokers.

- i. Listings are not eligible for inclusion as "Coming Soon - No Showings" inside the MLS if there is currently a pending sale in effect. However, if the Listing Participant/Subscriber receives an offer during the time at which a listing is "Coming Soon - No Showings", the offer must be presented to the Seller in accordance with all applicable laws & regulations.
- j. If a property is currently in "Active" status and available for showings in another MLS, then the property is not eligible for inclusion inside the MLS "Coming Soon - No Showings" status.
- k. Days on Market (DOM) will begin calculating when the listing's status changes from "Coming Soon – No Showings" to "Active."
- l. Listings with a "Coming Soon - No Showings" status will be included on syndicated websites such as REALTOR.com, and in any IDX/VOW feeds, or other third-party site feeds.
- m. The "Coming Soon - No Showings" status will be searchable inside Flexmls via all Search functions and will also be displayed as "Coming Soon - No Showings" on the MLS Hot Sheet.
- n. "Coming Soon - No Showings" listings will have manual email, subscription email, and print functionality enabled via Flexmls. "Coming Soon - No Showings" listings will also be viewable on consumer portals via Flexmls.
- o. Violations are subject to fines and suspension according to Section 7.1. (Dec 2021)

Refusal to Sell

Section 3 Refusal to Sell

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

Prohibitions

Section 4 Information for Participants Only

Any listing 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 broker.

Section 4.1 For Sale Signs

Only the for-sale sign of the Listing Broker may be placed on a property.

Section 4.2 Sold Signs

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 4.3 Solicitation of Listing Filed with the MLS

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

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

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

This section is also intended to encourage brokers to participate in MLS by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market

the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

Section 4.4 Use of the Terms MLS and Multiple Listing Service

No MLS Participant, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers, and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and subscribers.

This does not prohibit Participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

Section 4.5 Services Advertised as “Free”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Feb 2022)

Section 4.5 Property Advertised for Sale

Listings must be entered into the MLS within one (1) calendar day.

Division of Commissions

Section 5 Compensation Specified on Each Listing

The listing broker shall specify, on each listing filed with the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the MLS of an Association of REALTORS®, the Participant of MLS is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with MLS, the compensation being offered to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell. *

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified

compensation is not the result of any agreement among all or any other Participants in MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

Note 1: MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Association MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Association MLS shall not disclose in any way the total commission negotiated between the seller and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by advance published notice to MLS so that all Participants will be advised.

*The compensation specified on listings filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by an Association MLS is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount

Note: MLSs may also, as a matter of local discretion, allow Participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation.)

While MLSs are not required to authorize Participants to offer cooperative compensation based on net sale prices, those that do permit such offers must define "seller concessions" for purposes other than new construction, unless that term is defined by applicable state law or regulation. The following definition of "seller concessions" is suggested but not required for adoption:

Points paid by seller on behalf of buyer, seller-paid buyer closing costs, cash or cash allowances not escrowed, down payment assistance, additions or alterations not considered deferred maintenance, and personal property not usual and customary to such transactions conveyed from seller to buyer having an agreed upon monetary value.

Note 3: MLS shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker.

Note 4: MLSs, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they submit an offer that ultimately results in a successful transaction.

Note 5: Nothing in these MLS rules precludes a listing Participant and a cooperating Participant, as a matter of agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

Note 6: MLSs must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. MLSs may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. In any instance where a Participant discloses a potential short sale, they may, as a matter of local discretion, also be permitted to communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating Participants. All confidential disclosures and confidential information related to short sales, if allowed by local rules, must be communicated through dedicated fields or confidential "remarks" available only to Participants and subscribers.

Section 5.0.1 Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is

insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing Participants.

All short sale “contracts” that are contingent upon approval by a seller’s lender or debt holder shall be displayed as Pending Short Sale in the MLS.

When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

Where Participants communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating Participants, listing Participants shall disclose to cooperating Participants in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating broker will be reduced upon receipt of notification from the lender.

Section 5.1 Participant as Principal

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

Section 5.2 Participant as Purchaser

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

Section 5.3 Dual or Variable Rate Commission Arrangements

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

Section 5.4, Display of Listing Broker’s Offer of Compensation

Participants and subscribers who share the listing broker’s offer of compensation for an active listing must display the following disclaimer or something similar. (Feb 2022)

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

Service Charges

Section 6 Service Fees and Charges

The following service charges for operation of the MLS are in effect to defray the costs of the MLS and are subject to change from time to time in the manner prescribed:

Initial Participation Fee: An applicant for participation in MLS shall pay an application fee as prescribed by the

SWMLS Rules and Regulations

Member Association through which they make application.

Note: The initial participation fee shall approximate the cost of bringing the MLS to the Participant.

Recurring Participation Fee: The monthly participation fee of each Member Association shall be an amount as established by the Board of Directors and which is subject to change, times each salesperson and licensed or certified appraiser who has access to and use of MLS, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant.

The monthly participation fee of each Member Association shall be an amount as established by the Board of Directors and which is subject to change, and will be assessed for unlicensed administrative and clerical staff, unlicensed personal assistants, and individuals seeking licensure or certification as a real estate appraiser under supervision of an MLS Participant or the Participant's licensed designee to access the MLS. The Participant is required to provide an Authorization Form for such access to the Member Association.

The monthly participation fee will be billed at the end of the month and based on the "user" count at that time. The monthly participation fee shall be due on the 15th of the month and a late fee equal to \$1.00 per user will be assessed to the Member Association for past due fees.

If a Member has not fulfilled its financial obligations in full within the same billing month and provided that at least ten (10) days' notice has been given, the Member shall be assessed the late payment penalty.

However, 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 CIE where the principal broker participates. MLS may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated. This was made available beginning July 1st, 2018.

Subscribers of Participants wishing to opt out of MLS will be required to complete the following:

- a. Fully complete SOMO Multiple Listing Service Subscription Waiver to be provided to the AE from the Association/Board where MLS service was provided.
- b. Enclose or cause to be provided to the AE from the association/board where MLS service was provided a letter of good standing from the Association/MLS where subscriber will obtain MLS service in which their principal broker is a Participant.

Compliance with Rules

Section 7 Compliance with Rules - Authority to Impose Discipline

By becoming and remaining a Participant or subscriber in this MLS, each Participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

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

exceed three (3) years.

Note: A Participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

Note 2: MLS Participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by Participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's Participant and the Participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Mar 2021)

Note 3: In cases of hearings as a result of Note 2, the Participant or Subscriber will be referred to the Member Association which may designate its MLS Board of Directors, MLS Committee, or Association Board of Directors as the hearing panel, or as determined appropriate by the Member Association. (Aug 2021)

Section 7.1 Compliance with Rules

The following action may be taken for noncompliance with the rules, including but not limited to:

Founding and General Members: Members shall be responsible for enforcing common rules; SOMO will impose and maintain the requirement that Members enforce the common rules uniformly and will issue notification to the appropriate Member Association for non-compliance. Members shall retain fine revenues.

Participants:

- a. **Fines:** MLS fines may be levied on the following:
 1. New listings not submitted to the MLS within four (4) calendar days.
 2. Any change of status not submitted to the MLS within four (4) calendar days.
 3. Listings that have been submitted into the MLS system that do not have a photograph or graphic representation of the property at the time of Active or Coming Soon status, with the exception that the seller has directed, in writing, these to be withheld from the MLS.
 4. Use of photos belonging to another Participant without specific written authorization.
 5. Branding - Use of any visual solicitation for the listing agent/team/broker and/or listing company, including branded photographs, brokerage logos or signage, scrolling marquees, colored borders, or other graphic representations. (June 2019)
 6. Branding - Use of any contact information in public marketing remarks or publicly viewable fields, including seller contact information. (June 2019)
 7. Incomplete or inaccurate data in required fields or documents.
 8. Any violation of Section 1.0.1 Clear Cooperation policy. (May 2020)
 9. Any violation of Section 2.11 Coming Soon - No Showings. (Nov 2021)
- b. If a Participant has not fulfilled their financial obligations in full within the same billing month, and provided that at least ten (10) days' notice has been given, the Participant shall be suspended and services to said Participant shall be discontinued, and a late payment penalty, as established by the Member, shall be added.
- c. Suspension shall in no way relieve the Participant from financial obligation previously incurred. Restoration of service to the Participant shall be made when the Participant has satisfied in full the delinquent fees, fines or other assessments and the current fees, fines, or other assessments due to MLS. If all fees due to MLS are not satisfied thirty (30) days following suspension, membership of the Participant shall be terminated.
- d. A former Participant who has had their membership terminated for nonpayment of fees, fines, or other

assessments duly levied in accordance with the provisions of the Bylaws or Rules & Regulations of MLS may be reinstated in a manner prescribed by the Member Association for new applicants for membership after making payment in full of all accounts due as of the date of termination.

- e. Any exception to Section 6 must be approved by the Board of Directors on an individual basis if requested by the Participant.
- f. Notwithstanding the limitations established in the Code of Ethics and Arbitration Manual or in other National Association policy, multiple listing services operated as committees of associations of Realtors® or as separate, wholly-owned subsidiaries of one or more associations of Realtors® are authorized to remove any listing from the MLS compilation of current listings where the Participant has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the Participant shall be advised of the intended removal, so the Participant can advise his or her client(s).
- g. For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

Section 7.2 Applicability of Rules to Users and/or Subscribers

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

Meetings

Section 8 Meetings

The meetings of the Members in MLS or the Board of Directors of the MLS for the transaction of business of MLS shall be held in accordance with the provisions of Article 7 of the Bylaws of MLS.

Enforcement of Rules or Disputes

Section 9 Considerations of Alleged Violations

The Board of Directors shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors.

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Mar 2021)

Section 9.1 Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of MLS and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors of MLS, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the professional standards committee of the Association in accordance with the bylaws and rules and regulations of the Association of REALTORS® within twenty (20) days following receipt of the directors' decision.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the Board of Directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the Association of REALTORS® for processing in accordance with the professional standards

procedures of the Association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Association of REALTORS®.

Section 9.2 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Board of Directors of MLS to the appropriate Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

Section 9.3 Complaints of Unauthorized Use of Listing Content

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

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

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

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

Section 9.4 MLS Rules Violations

MLS Participants may not take legal action against another Participant for alleged rules violation(s) unless the complaining Participant has first exhausted the remedies provided in these rules.

Note: Adoption of Sections 9.3 and 9.4 are not required if the MLS has adopted alternative procedures to address alleged misuse of listing content that includes notice to the alleged infringer.

Confidentiality of MLS Information

Section 10 Confidentiality of MLS Information

Any information provided by the MLS to the Participants shall be considered official information of MLS. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Section 10.1 MLS Responsibility for Accuracy of Information

The information published and disseminated by MLS is communicated verbatim, without change by MLS, as filed with MLS by the Participant. MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 MLS Login Information

Members may not share their username/password with any other member or non-member. Sharing confidential information could result in immediate suspension or termination of MLS access and/or fine(s).

Section 10.3 Super User Access

- a. Brokers must submit a request in writing to their local AE to grant permission for Realtors or Secretaries access to other Realtors MLS accounts for the purposes of listing management. Super User access will be granted only to members within the same company.
- b. Brokers must submit a request in writing to their local AE to remove permission for Super User access for Realtors or Secretaries within 24 hours of the end of employment of the person at that office.

Ownership of MLS Compilation* and Copyright

Section 11

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

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

The remaining provisions of the MLS Rules and Regulations are consistent with National Association policy.

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

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

To qualify for this safe harbor, the OSP must:

1. Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, Participant, subscriber, or other individual or entity.
2. Develop and post a DMCA-compliant website policy that addresses repeat offenders.
3. Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
4. Have no actual knowledge of any complained-of infringing activity.

5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

Section 11.1

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

Section 11.2 Display

Each Participant shall be entitled to lease from MLS a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Association.**

Participants shall acquire by such lease only the right to use the MLS compilation in accordance with these rules.

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

**This section should not be construed to require the Participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the Association.

Use of Copyrighted MLS Compilation

Section 12 Distribution

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

Section 12.1 Display

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

Section 12.2 Reproduction

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

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

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

Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other

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

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

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

Use of MLS Information

Section 13.1 Limitations on Use of MLS Information

Use of information from MLS compilation of current listing information, from the MLS's statistical report, or from any sold or comparable report of MLS for public mass-media advertising by an MLS Participant or in other public representations, may not be prohibited. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

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

Based on information from the Southern Missouri Regional MLS, LLC for the period (date) through (date).

Section 13.2 Confidential Information

A Participant shall not make available or display to prospective purchasers, buyers, or tenants any of the following:

- a. expired and withdrawn listings
- b. the compensation offered to other MLS Participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, i.e., Agent Remarks
- f. sold information, with the exception of listing/co-listing and selling/co-selling member(s)

Section 13.3

A Participant shall limit the number of listings distributed to prospective purchasers or buyers to not more than one hundred (100) current listings and not more than fifty (50) sold or pending (under contract) listings in response to any

inquiry.

Changes in Rules and Regulations

Section 14 Changes in Rules and Regulations

Amendments to the Rules and Regulations of MLS shall be by consideration and approval of the Board of Directors of the MLS. In cases where additions, deletions, or changes to these Rules and Regulations are approved by the Board of Directors and no effective date is given, the effective date of the addition, deletion, or change shall be the first day of the month following the meeting in which the approval is made. (Apr 2021)

Orientation

Section 17 Orientation

Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within sixty (60) days after access has been provided. (Dec 2020)

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 system changes or enhancements and/or changes to MLS rules or policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely.

Internet Data Exchange (IDX)

Section 18 IDX Defined

IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings.

Section 18.1 Definitions

- **IDX Database-** The current aggregate compilation of MLS listings of all IDX Participants; except those listings where the property seller has indicated that the property will not be public viewable on the Internet.
- **Participant-** The Designated Broker (Principal), registered with the MLS as the Participant for a real estate brokerage who gives consent to display of their listings by other Participants.
- **Salesperson Party-** A non-principal real estate broker, or other real estate sales licensee who is affiliated with an IDX Participant, and is registered with the MLS as a salesperson party affiliated with the Participant through which salesperson party is accessing the IDX Database.
- **Confidential Information-** All information treated or designated by MLS as proprietary information, or which is otherwise generally not available to the general public, including but not limited to, passwords, access codes, software, object codes, or any other information that is not intended by MLS for use by consumers, that becomes available to any party as a result of access to the MLS and/or IDX Database.
- **Gateway-** An entry point or application for a Participant/salesperson party that fetches or receives data from the IDX database (typically an XML, text, or API interface).
- **Framing-** Usage of the MLS-approved standard template(s), or Participant/salesperson party's own template(s), to display a separate scrollable window of listing information in the MLS IDX Database.

- **Font Size/Type-** The size/type of each character on the Participant’s website(s).
- **Update Data-** To bring listing data information current.
- **Scraping of Data-** Downloading MLS/IDX listing data by a non-Participant (or non-salesperson party) for any purpose other than a consumer-oriented property search.
- **Consultant-** A third-party information systems expert, consultant, Internet service provider, and anyone else who is not a Participant/salesperson party.
- **Display Body** - The “body” is defined as the rectangular space whose borders are delimited by the utmost extent in each direction of the listing text and photo data.
- **Thumbnail View-** A thumbnail display of another Participant’s listing must include the following minimum amount of display: text data about the listed property, a non-branded photo of the listing (if available), the MLS-approved IDX icon, and the MLS number. Displays of minimal information (e.g. “thumbnails”, text messages, tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.1.1 Authorization

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

Section 18.2 Participation

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

Section 18.2.1

Participants must notify their primary Association of their intention to display IDX information and execute an IDX/VOW Data Access Agreement before display is established. Participants/salesperson parties agree to give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies and to keep their list of sites current with the MLS.

Section 18.2.2

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

Section 18.2.3

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

Section 18.2.4

Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, or type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant. (Feb 2022)

Section 18.2.5

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. The complete data retrieved in the "Timestamp" field from the RETS feed must be displayed prominently on the Participant's/salesperson party's website.

Section 18.2.6

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

Section 18.2.7

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

Section 18.2.8

Any IDX display controlled by a Participant or subscriber that

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

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

Section 18.2.9

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

Section 18.2.10

An MLS Participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.

Section 18.2.11

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

Section 18.2.12

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

Section 18.2.13

An IDX Participant/salesperson party must make changes to an IDX display necessary to cure a violation of the MLS's IDX rules within ten (10) business days of notice from the MLS.

Section 18.2.14

Any IDX Participant/salesperson party using a third party to develop/design its IDX website(s) shall have a written agreement with that third party by having their signature in the "Consultant" section of the IDX/VOW Data Access Agreement.

Section 18.2.15

If an IDX Participant/salesperson party suspects that misappropriation of the data has occurred, the suspicion and any evidence must be reported to the Southern Missouri Regional MLS, LLC immediately.

Section 18.2.17

By virtue of a Participant/salesperson party framing, establishing a gateway to the MLS IDX Database, and/or by initiating a transfer of data from the IDX Database, their Agreement to Participate in IDX is presumed and they agree to comply with the current MLS Rules and Regulations, and the IDX Rules and Regulations. In the event a Participant does not wish to participate in IDX, the Participant must provide MLS with a completed IDX Waiver Form. Participation will be deemed null and void on the day that the completed form is received by the MLS office.

Section 18.2.18

If it becomes apparent to the MLS that a Participant (or any of its salesperson parties) is systematically withholding listings from the IDX Database by seeking its clients' approval to do so, MLS may deny that Participant/salesperson party's access to IDX, even though the Participant has not "opted out" or waived participation in IDX on a firm-wide basis.

Section 18.3 Display

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

Section 18.3.1

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

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

Section 18.3.2

The IDX Database is provided courtesy of the Southern Missouri Regional MLS, LLC. (the “MLS”). The MLS approved icon (“IDX”) shall be displayed in all search results with the following disclosure:

The data relating to real estate for sale on this web page comes in part from the Internet Data Exchange (IDX) of the Southern Missouri Regional MLS, LLC, Inc. Real estate listings held by Brokerage firms other than [Displaying Broker’s Name] are marked with the IDX logo and detailed information about them includes the name of the listing Brokers. The information being provided is for consumers’ personal, noncommercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. The information being provided is not guaranteed, and all information should be verified by the consumer. Any representation that a web site contains all listings shall only mean that the website contains all listing available to the public through the IDX data feed. There may be other properties offered through a REALTOR® that have not been displayed on this site. © 2020 Southern Missouri Regional MLS, LLC. All rights reserved.

The following must be linked at the bottom of the previous disclosure to either www.somomls.com or a page containing the entire disclosure on the subscriber’s, or consultant’s, website:

SOMO MLS respects the intellectual property rights of others and expects you to do the same. Per the DMCA, SOMO MLS will respond expeditiously to claims of copyright infringement on the Site if submitted to SOMO MLS's Copyright Agent as described below. Upon receipt of a notice alleging copyright infringement, SOMO MLS will take whatever action it deems appropriate within its sole discretion, including removal of the allegedly infringing materials. If you believe that your intellectual property rights have been violated by SOMO MLS or by a third party who has uploaded materials to the Site, please provide the following information to SOMO MLS's designated Copyright Agent listed below:

- a. A description of the copyrighted work or other intellectual property that you claim has been infringed;*
- b. A description of where the material that you claim is infringing is located on the Site;*
- c. An address, telephone number, and e-mail address where SOMO MLS can contact you and, if different, an e-mail address where the alleged infringing party, if not SOMO MLS, can contact you;*
- d. A statement that you have a good-faith belief that the use is not authorized by the copyright owner or other intellectual property rights owner, by its agent, or by law;*
- e. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf;*
- f. Your electronic or physical signature.*

SOMO MLS may request additional information before removing any allegedly infringing material. In the event SOMO MLS removes the allegedly infringing materials, SOMO MLS will immediately notify the person responsible for posting such materials that SOMO MLS removed or disabled access to the materials. SOMO MLS may also provide the responsible person with your e-mail address so that the person may respond to your allegations.

SOMO MLS reserves the right to terminate, limit or suspend any user's access to the Site in the event of repeated infringing activity. If you believe that a user of this Site is a repeat infringer, please follow the above instructions to contact SOMO MLS's Copyright Agent. Please include sufficient information to assist SOMO MLS in determining that the user repeatedly engaged in infringing activity.

SOMO MLS registered a designated agent with the Copyright Office pursuant to 17 U.S.C. 512(c).

SOMO MLS's designated Copyright Agent is: Jeff Kester

1310 Primrose, Springfield, MO 65804, Phone: 417-883-1226, Email: jeff@gsbor.com

Displays of minimal information (e.g. “thumbnails”, text message, “tweets”, etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.3

Any search result identifying another Participant's listing in a brief or "thumbnail" format shall bear an MLS approved IDX icon immediately adjacent to the property information to identify the listing as an MLS listing. The MLS-approved IDX icon shall be at least 29 pixels by 20 pixels. The MLS copyright notice must be displayed immediately following the search 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 a display that includes all required disclosures.

Section 18.3.4

A thumbnail display of another Participant's listing must include the following: text data about the listed property, a non-branded photo of the listing (if available), MLS-approved IDX icon, and the MLS number. Participants/salesperson parties may include a "contact information" icon to link to Participant/salesperson party's site or e-mail. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.5

A search result producing a detailed display of another broker's listing shall bear that broker's name, the MLS listing number, the MLS-approved IDX icon, and immediately following the property information, the MLS copyright notice. The listing broker's name shall be at least as large as the text size of the body of the listing data. If a listing has a virtual tour on MLS, the virtual tour may be displayed at the option of the Participant/salesperson party, even if it is branded with the listing broker's contact information. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from the requirement but only when linked directly to a display that includes all required disclosures.

Section 18.3.6

RSS feeds are not a suitable method for delivery of IDX database.

Section 18.3.12

Display of expired, withdrawn, and sold listings is prohibited.

Section 18.3.14

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

Section 18.3.16

Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited.

Section 18.4 Service Fees and Charges

- a. Participants using Framing (IDX Lite link) on their website(s) will not be assessed any fees by MLS.
- b. Participants/salesperson parties applying for a data feed will be assessed an Establishment Fee of \$100.00 to their Association. (Fee to cover the cost of establishing the data feed for the account).

Section 18.4.1

In the event any programming is performed by MLS on behalf of the Participant, MLS will be entitled to be fully reimbursed by the Participant. Participant is responsible for any third-party fees in creating, building and maintaining its own website(s).

Section 18.5 Accessing the Database

Participants/Subscribers and salesperson parties may access the IDX Database information by the following means:

- a. **Real Estate Transaction Standard (RETS)**- Participants/salesperson parties will be provided with an ID and password to access and download from the IDX Database.
- b. **Framing**- See definitions.
- c. **Application Programming Interface (API)** – an IDX Technology used to transfer property listing data from an MLS to a Participant/Subscriber website.
Note: Participants should verify API fees with the respective vendors available as the fees can vary greatly.

Section 18.6 Obligations

Participants/Subscribers and salesperson parties:

- a. Agree to grant MLS the right to include property information listed by Participant within the IDX Database.
- b. Agree to comply with the terms, conditions, and the Rules and Regulations set forth in this document.
- c. Acknowledge that membership in the IDX is not transferable to another Participant.

Section 18.7 Miscellaneous Provisions

These Rules and Regulations are governed by and enforced according to Section 9, Enforcement of the Rules or Disputes of the MLS Rules and Regulations.

Virtual Office Websites (VOWs)

Section 19.1 VOW Defined

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

Section 19.2

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

Section 19.3

- a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the Participant must take each of the following steps.
 1. The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 2. The Participant must obtain the name of and a valid e-mail address for each Registrant. The Participant must send an e-mail to the address provided by the Registrant confirming that the Registrant has agreed to the terms of use (described in Subsection d., below). The Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 3. The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any e-mail address is associated with only one user name and password.
- b. The Participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The Participant must at all times maintain a record of the name, e-mail address, user name, and current password of each Registrant. The Participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.
- c. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, e-mail address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.
- d. The Participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
 1. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant.
 2. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use.
 3. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW.
 4. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property.
 5. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.

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

Section 19.4

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

Section 19.5

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

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

Section 19.6

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

Seller Opt-out Form

1. Check one.

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

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

Initials of Seller

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

Section 19.7

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

Section 19.8

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

Section 19.9

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

Section 19.10

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

Section 19.11

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

Section 19.12

A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. (Feb 2022)

Section 19.13

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

Section 19.14

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

Section 19.15

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

- a. expired and withdrawn listings
- b. the compensation offered to other MLS Participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. sales price if sold information is not publicly accessible in the jurisdiction of the MLS

Section 19.16

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

Section 19.17

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

Section 19.18

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

Section 19.22

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

Section 19.24

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

Section 19.25

Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

Real Estate Transaction Standard (RETS) and Application Programming Interface (API)

Section 20

MLS may provide the means for members to obtain a RETS data feed(s) or an API feed(s) for the purpose of IDX, VOW, or internal office use, upon approval from member's Association and subject to MLS Rules and Regulations.

Section 20.1 Fees to Participant/Salesperson Party

- a. Fees will apply in the following circumstances:
 - 1. Application for a new feed
 - Note:** terminated accounts cannot be resumed. Accounts cannot be transferred.
 - Multiple web addresses - each unique web address that displays MLS data
 - 2. Changes to an existing Feed including but not limited to:
 - i. Change in Consultant
 - ii. Change in web address
 - iii. Change in association, or office/broker due to agent joining a new office
 - iv. Participant/Subscriber being inactive in Flex for 60+ days due to nonpayment, cancellation of membership, etc.
- b. Fees will not apply in the following circumstances:
 - 1. Subdomains
 - 2. Multiple domain names routing to one singular domain. (e.g. splash pages, vanity url's, etc.)
 - 3. Change in broker due to new broker in same office (a new contract may be required.)

Section 20.2 Audit

An annual audit will be conducted by MLS in which members with a data feed must respond with current information for their active feeds. If members do not respond within the timeframe given, the feed(s) may be suspended or deleted and the member must apply for a new feed(s); all requirements and fees will apply.