

RULES and REGULATIONS
for Oregon Data Share, LLC (hereinafter “ODS” or “MLS”)
Approved by the Board of Managers March 2024 (unless noted otherwise)

SECTION 1
GENERAL RULES

SECTION 1-1
DEFINITIONS

The following terms used in these Rules and Regulations have the following meanings:

“Member or customer multiple listing service” means a local REALTOR® association or multiple listing service that purchases services from ODS.

“MLS System” means the ODS platform or software used to provide multiple listing services.

“Participant” means an individual who (a) is a REALTOR® in good standing of a REALTOR® Board/Association, (b) is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, and (c) purchases access to ODS through a member or customer multiple listing service, will without further qualification, except as may be stipulated in the member or customer multiple listing service bylaws, be eligible to participate in ODS upon agreeing to the member or customer multiple listing service’s terms, including an obligation to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual, regardless of membership status, entitled to “participation” in ODS unless they:

1. Hold an active, current, valid Principal Real Estate Broker’s license, issued by the State of Oregon, and offers or accepts compensation to and from other Participants¹; or
2. Is licensed or certified by an appropriate Oregon regulatory agency to engage in the appraisal of real property.

The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the “Participant” shall have such rights, benefits, and privileges of ODS as outlined further in these Rules and Regulations and shall accept all obligations to ODS for the Participant’s firm, partnership, or corporation, and for compliance with the these Rules and Regulations by all persons affiliated with the Participant who utilize ODS. Participation in ODS is on an individual basis and may not be transferred or sold to any corporation, firm, or other individual.

¹Note: Mere possession of a Principal Real Estate Broker’s license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm ‘offers or accepts cooperation and compensation’ means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. “Actively” means on a continual and on-going basis during the operation of the Participant’s real estate business. The “actively” requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts.

Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website (“VOW”) (including a VOW

that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant “actively endeavors during the operation of its real estate business” to “offer or accept cooperation and compensation” only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

“Subscriber” means a non-Participant real estate licensee or a licensed or certified appraiser affiliated with a Participant and is also active and in good standing with a member or customer multiple listing service.

“Users” means any unlicensed user type: clerical user, personal assistant, and registered appraiser assistant.

SECTION 1-2

APPLICABILITY OF RULES TO PARTICIPANTS, SUBSCRIBERS, AND USERS

All Participants, Subscribers, and Users of a member or customer multiple listing service are subject to these Rules and Regulations and may be disciplined and/or fined for violations thereof as outlined in Section 13 of these Rules and Regulations provided that the individual 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 Subscriber or User to abide by these Rules and Regulations and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant’s ultimate responsibility and accountability for all Subscribers or Users affiliated with the Participant.

SECTION 1-3

LISTINGS SUBJECT TO RULES AND REGULATIONS

Any listing to be submitted to ODS is subject to these Rules and Regulations upon signature of the seller and subsequent approval of the Participant on the listing agreement. Any violation of or failure to comply with these Rules and Regulations may subject the Participant, Subscriber, and/or User to fines, fees, and/or sanctions in accordance with Section 13 of these Rules and Regulations.

SECTION 1-4

NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS

ODS and its member or customer multiple listing services, do not fix, control, recommend, suggest, or maintain commission rates or fees for services rendered by Participants. Further, ODS and its member or customer multiple listing services do not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

ODS does not have and will not make any rules requiring the listing Participant to disclose the amount of total negotiated commission in the listing contract and ODS does not publish the total negotiated commission on a listing which has been submitted to MLS by a Participant. ODS does not disclose in any way the total commission negotiated between the seller(s) and the listing Participant.

SECTION 1-5

SERVICES ADVERTISED AS “FREE”

Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services.

SECTION 1-6

CONFIDENTIALITY OF MLS INFORMATION

- A. Any information provided by ODS to the Participants shall be considered official MLS information. Such information shall be considered confidential and shall be for the exclusive use of Participants and Subscribers affiliated with said Participant (including both real estate

licensees and certified or licensed appraisers).

- B. Any listing submitted to ODS shall not be made available to any broker or firm not participating in ODS without the prior consent of the listing Participant.
- C. Participants, Subscribers, and Users shall not permit any person to use their login I.D. and password for the MLS System. In the event the login credentials of an individual are used in violation of this section, the individual shall be liable to MLS for all loss or damage caused by such use and shall be subject to a fine and other sanctions as provided in these Rules and Regulations, including Appendix A. The fact that the individual did not grant consent to the use of their login credentials shall not automatically be an adequate defense. In the event ODS becomes aware that a login I.D. and password for the MLS System have been shared or compromised, staff has immediate authority to reset the password associated with the login I.D.
- D. Any listing submitted to MLS may only be made available to clients or customers in a "client" format, which excludes confidential information only available to authorized Participants, Subscribers, and Users.

SECTION 1-7

MLS RESPONSIBILITY FOR ACCURACY AND TIMELINESS OF INFORMATION

MLS does not verify the information provided and disclaims any responsibility or liability arising from any inaccuracy or inadequacy of said information, for typographical errors by MLS, or for any delay in dissemination of such information. Each Participant agrees to hold MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

SECTION 1-8

ACCESS TO COMPARABLE AND STATISTICAL INFORMATION

At the discretion and authorization of the ODS Board of Managers, ODS may make available to those who are actively engaged in real estate brokerage, property management, mortgage financing, appraising, land development, or building, but who do not participate in ODS, printed information other than current listing information that is generated wholly or in part by ODS including, but not limited to, "comparable" information, "sold" information, and statistical reports. Said reports will be available to authorized individuals for a fee as established by the ODS Board of Managers. This information is provided for the exclusive use of authorized individuals and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm except as otherwise provided for in these Rules and Regulations. Notwithstanding, a member or customer multiple listing service may choose to do the same as above with their data only, not the entirety of the ODS database, does not need the approval of the ODS Board of Managers.

SECTION 1-9

ACCURACY AND AUDITING OF LISTING CONTENT

These Rules and Regulations allow Participants, Subscribers, Users, and MLS staff to report inaccuracies in listing information and/or violations of these Rules and Regulations. MLS staff has the authority, but not the duty, to correct the information upon notification to the listing Subscriber and/or their Participant.

SECTION 1-10

COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT

Any MLS Participant who believes another MLS 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 ODS Administrator. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to ODS Administrator 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 of these Rules and Regulations.

Upon receiving a notice, the ODS Administrator 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 ODS Administrator that the use is authorized. Any proof submitted will be considered by the Board of Managers and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days (the Board of Managers may consult legal counsel).

If the Board of Managers determines that the use of the content was unauthorized, the Board of Managers may issue a sanction pursuant to Section 13 of these Rules and Regulations, including a request to remove and/or stop the use of the unauthorized content within ten (10) days of transmittal of the request. If the unauthorized use stems from a violation of these Rules and Regulations, that too will be considered at the time of establishing an appropriate sanction.

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

SECTION 1-11

COMPLIANCE WITH RULES/AUTHORITY TO IMPOSE DISCIPLINE

By becoming and remaining a Participant, Subscriber, or User in a member or customer multiple listing service, each individual agrees to be subject to these Rules and Regulations and any other ODS governance provision. ODS may, through the administrative and hearing procedures established in these Rules and Regulations, impose discipline for violations of these Rules and Regulations and other ODS 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 an appropriate course or seminar which the Participant or Subscriber can reasonably attend, taking into consideration cost, location, and duration.
- D. Appropriate, reasonable fine not to exceed \$15,000.00.
- E. Suspension of ODS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year.
- F. Termination of ODS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

NOTE 1: A Participant, Subscriber, or User may be placed on probation. Probation is not a form of discipline. When a Participant, Subscriber, or User is placed on probation, the discipline is held in abeyance for a stipulated period of time not to exceed one (1) year. Any subsequent finding of a violation of the ODS Rules and Regulations or other ODS governance provisions during the probationary period may, at the discretion of the ODS Board of Managers, result in 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. That 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.

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

- A. For failure to pay any service charge or fine, the steps as outlined in Sections 9 and 13 of these Rules and Regulations shall apply.

B. For failure to comply with any other rule, the provisions of Section 13 shall apply.

SECTION 1-12 MLS RULES VIOLATIONS

Participants may not take legal action against another Participant for alleged rule violation(s) unless the complaining Participant has first exhausted the remedies provided by ODS and their member or customer multiple listing service.

SECTION 1-13 ONBOARDING

All new and returning (if period of inactivation was greater than twenty-four (24) months) Participants, Subscribers, and Users who have access to and use of MLS-generated information shall complete an onboarding program of no more than eight (8) classroom hours devoted to the MLS rules and regulations, computer training related to MLS information entry and retrieval, and operation of the MLS System within thirty (30) days after access has been provided. The schedule and format of the course(s) shall be as determined by the ODS Administrator on an annual basis.

Failure to complete the onboarding requirements within thirty (30) days of joining or returning shall result in a fine paid to ODS as outlined in Appendix A of these Rules and Regulations. Upon payment of the fine, the individual must complete the onboarding requirements within the next two (2) scheduled offerings. Failure to complete the onboarding requirements at this point will result in the individual being suspended until completion of the requirements.

Any onboarding course(s) shall be offered virtually to accommodate ODS's geographical coverage.

SECTION 1-14 ADDITIONAL TRAINING REQUIREMENTS

Participants, Subscribers, and/or Users may be required, at the discretion of the ODS Board of Managers, to complete additional training of not more than four (4) hours of total instruction time in any twelve (12) month period when deemed necessary by the ODS Board of Managers to familiarize Participants, Subscribers, and/or Users with system changes or enhancements, new technology services, and/or changes to the ODS Rules and Regulations or other ODS governance provisions. Any mandated additional training shall be offered virtually to accommodate ODS's geographical coverage.

SECTION 2 LISTING PROCEDURES

SECTION 2-1 TYPE DEFINITIONS

A. Property Types

1. Residential: single family homes, condominiums, townhouses, new construction or homes-to-be-built affixed to the land and which are not personal property.
2. Land: residential lots, rural land, unimproved commercial or industrial, multi-family (zoned), and subdivisions.
3. Residential Income: residential property with more than one dwelling unit attached or detached.
4. Farm: properties with income production from farming or ranching activities.
5. Commercial Sale: property for sale that is zoned or designated for commercial or business use with or without a structure.
6. Commercial Lease: property for lease that is zoned or designated for commercial or business use with or without a structure.
7. Business Opportunity: business opportunities which do not include real property.
8. Mobile Home: a titled dwelling in a park or on leased land that is considered personal property and the sale of which does not include any land. For properties listed and sold in this category, the Listing Participant's Firm is required to hold an Oregon Manufactured Structure Dealer's License to show or sell.

B. Residential Subtypes

1. Single Family Residence: single family dwellings (including homes to-be-built). These include detached single family dwellings, single family dwellings with guest unit(s), or zero lot line dwellings.
2. Condominium: single family dwellings in which the land and/or buildings in the project are jointly owned and maintained by a unit-owners association.
3. Townhouse: single family dwellings in which each building and the land under it are individually owned, but in which there are common elements owned and/or maintained by a homeowner's association.
4. Manufactured on Land: single family dwelling that is constructed almost entirely in a factory and is transported to the building site. The sale must include both the structure and the land.
5. Timeshare: property with a particular form of ownership or use rights, in which multiple parties hold rights to use the property and each shareholder is allotted a period of time. Units may be on a partial ownership, lease, or "right to use" basis, in which the shareholder may hold no claim to ownership of the property.
6. Tenancy in Common: property in which two or more parties each have an ownership interest, which may or may not be equal and who may have obtained ownership at different times. May also be referred to as deeded share by some counties.
7. Residential Leased Land: property including a dwelling structure in which there is a permit and/or lease issued for the land usage.
8. Stock Cooperative: single family residence where a corporation owns the entire real property and the buyer(s) does not receive a deed, but a share of stock in the corporation tied to the right to a specific home on the property.

C. Land Subtypes

1. Residential Lots: bare land with City or Uniform Construction Code residential zoning, either single or multi-dwelling.
2. Commercial: bare land with commercial zoning.
3. Industrial: bare land with industrial zoning.
4. Agriculture: bare land used for farming or ranching.
5. Rangeland: bare land used for grazing - may or may not have grazing rights.
6. Recreational Only: bare land that may only be utilized for recreational purposes, such as camping and hunting.
7. Investment: bare land that is potentially dividable or already known to be dividable.

D. Residential Income Subtypes

1. Duplex: dwelling with two attached units.
2. Triplex: dwelling with three attached units.
3. Quadruplex: dwelling with four attached units.
4. Multi-Family: dwelling with five or more attached units; OR detached, multiple single-family dwellings on the same tax lot IF the additional dwellings are generating income.

E. Farm Subtypes:

1. Agriculture: property deriving income primarily from crop production.
2. Dairy: property deriving income primarily from dairy production.
3. Ranch: property deriving income primarily from livestock.
4. Hobby: property with one or more farming or ranching activities that may or may not derive income.

F. Mobile Home Subtypes

1. In-Park: mobile home ("manufactured dwelling" in Oregon statute) in a mobile home park where the dwelling is considered personal property.
2. On Leased Land: mobile home ("manufactured dwelling" in Oregon statute) on leased land where the dwelling is considered personal property.
3. Recreational vehicles, park model homes, and towable tiny homes that do not meet the

definition of a manufactured dwelling per Oregon statutes and require an Oregon DMV RV Dealer's license, rather than an Oregon Manufactured Structure Dealer's license, are not considered mobile homes and may not be entered into the MLS.

G. Agreement Types

1. The exclusive right-to-sell listing is a form of listing contract in that the seller(s) authorizes the listing Participant to cooperate with and to compensate other cooperating Participants.
2. The exclusive agency listing contract authorizes the listing Participant, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller(s) the general right to sell the property on an unlimited or restrictive basis. This type includes limited-service listings.

**SECTION 2-2
LISTING PROCEDURES**

- A. ODS 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 Participant to offer compensation to the other Participants of ODS acting as buyer agents.
- B. A listing is "submitted" to ODS by:
1. entry into the system by an individual Participant, Subscriber, or User who is duly authorized to input listings as outlined in Section 2-5 of these Rules and Regulations; or
 2. the Participant and/or Subscriber filing hard copy forms with the ODS staff for entry into the system. This may incur a fee as outlined in these Rules and Regulations.
- C. Listings taken by a Participant of the following types of properties are required to be submitted to ODS, provided that the Seller(s) has authorized submission:
1. Residential
 2. Land
 3. Residential Income
 4. Farm

To qualify for entry, the listing must be:

1. within the scope of the Participant's real estate broker's license, and
 2. located within the service area of ODS, which is the State of Oregon.
- D. Only listings of the designated types of property located within the service area of ODS are required to be submitted to ODS. Listings of property located outside the service area of ODS will be accepted if submitted voluntarily by a Participant and if it is reasonably practical to accommodate the listing entry in the MLS. If a listing outside of the ODS service area is submitted voluntarily, all ODS Rules and Regulations are applicable.
- E. Required listings shall be submitted to ODS within two (2) business days** of the Marketing Date authorized by the Seller(s) in the Listing Agreement.

In the event a listing is being withheld from the MLS for the duration of the listing, a written form that includes the requirements of Section 2-23, Office Exclusives, must be completed and signed by the Seller(s) and submitted to ODS upon request.

Failure to submit a required listing within the applicable timeframe may subject the Participant to fine as outlined in Section 13 of these Rules and Regulations.

**Per part F below, any public marketing of the listing as defined in that section reduces the required entry timeframe to one (1) business day from when the public marketing occurred, and if applicable, negates the office exclusivity.

F. CLEAR COOPERATION:

Within one (1) business day of marketing a property to the public, the listing Participant 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.

Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy, except as noted in the following paragraph. This applies to listings exempt from distribution under Section 2-23 of these Rules and Regulations, and any other situation where the Listing Participant, Subscribers, and/or Users from Listing Participants Firm have publicly marketed an office exclusive listing and negated the exclusivity of the listing making it available to other MLS Participants.

The clear cooperation provision applies to all listings required to be submitted per Part C. New construction listings may be excluded from this provision provided that the property is owned by a builder and/or developer. Once a price has been determined for a new construction listing, the listing Participant shall have one (1) business day to enter the listing into the system if public marketing has occurred.

A violation of the Clear Cooperation provision may result in a fine and other sanctions as outlined in Section 13 of these Rules and Regulations.

- G. The Listing Date entered into the system shall be the Marketing Date entered on the Listing Agreement or the date public marketing first occurred, whichever is earlier.
- H. Net or Open listings are not accepted except where required by law or except by court order.
- I. MLS will accept, **for informational purposes only**, listings for in-park or on-leased-land manufactured structures that are considered to be personal property from Participants who hold a Manufactured Structure Dealer's license from the Oregon Division of Financial Regulation as required by the State of Oregon.
- J. Listings of homes not yet built (build-to-suit) will be accepted as long as the listings are so designated and the corresponding fields are completed in the MLS. If a picture of a model home is included with the listing, the Photo Comments must disclose that the picture is a model only.
- K. In new subdivisions that have tentative plat approval but do not yet have final plat approval, listings of lots or "Build-to-suit" packages will be accepted provided negotiation is legally allowed.
- L. AUCTION PROPERTIES: Listings of properties that are being sold at auction may be submitted to the MLS. The Listing Participant must include instructions for how to make offers in the Private Remarks and any additional information or instructions should be added to the Private Remarks or attached to the listing. Any applicable fields in the MLS related to auction properties must also be completed. The cooperating Participant and/or Subscriber should be entered in the buyer's agent field on the auction website, if applicable.

By submission of the property to the MLS, the listing Participant is making a unilateral offer of compensation to a cooperating Participant and the property being sold at auction does not relieve the listing Participant of this obligation as outlined in Section 2-8 of these Rules and Regulations.

Auction listings must include the following as the first sentence of the Public Remarks:
"Auction: list price is bidding start price and may differ from seller's reserve."

- M. Listings must display the owner of record listed in county records.
- N. In the event multiple tax parcels are offered together, the parcel tax account number with the situs address of the property shall be used in the Parcel Number field. If there is no street number, the tax account number of the parcel with the highest value or size may be used in the Parcel Number field. Additional parcel tax account numbers and/or Map and Tax Lot numbers must be disclosed in the Additional Parcels Description field. NOTE: Auto population of fields from tax records only imports data from the single parcel tax account number in the Parcel Number field. Auto populated fields should be verified for accuracy before submitting the listing.
- O. For the Residential property type, if there is more than one dwelling on a single parcel, the main house square feet, beds, and baths shall be that of the largest dwelling. Additional dwelling square footage, beds, and baths shall be described in the public remarks unless the additional dwelling is a legally permitted accessory dwelling unit (“ADU”).
- P. Unless otherwise defined in the county or municipality in which the property is located, an ADU is an additional living area independent of the primary dwelling that may have been added to, created within, or detached from a primary one-unit dwelling. The ADU must provide for living, sleeping, cooking, and bathroom facilities and be on the same parcel as the primary one-unit dwelling.
- Q. Listings in which only a percentage of the property is being sold, tenancy in common or timeshare, must include the Unit number in the listing if provided in county records. The listing must include the amount of fractional ownership (i.e. number of weeks, months, days) transferring ownership in the Public Remarks section of the MLS System so that it is clear to consumers what is being sold.
- R. Other than the exceptions outlined in Section 2-22 of these Rules and Regulations, a listing may only be entered into the MLS in one property type. In the event a property meets the criteria of multiple property types or subtypes, it is the decision of the seller(s), in conjunction with their listing Participant and/or Subscriber, to determine in which property type or subtype to market the property. However, if one of those property subtypes is tenancy in common or timeshare, it must be entered into that property type and may not be entered into any other property subtype.

SECTION 2-3 LISTING AGREEMENTS

The listing agreement of a property submitted to MLS by the listing Participant shall include a provision expressly granting the listing Participant authority to advertise; to file the listing with MLS; to provide timely notice of status changes of the listing to MLS; and to provide sales information including selling price to MLS upon sale of the property. Additionally, the listing agreement shall also include a provision that the seller(s) acknowledges that photos may continue to be displayed in the MLS and the world wide web after the sale, termination, expiration or withdrawing of the Property. Lastly, the listing agreement shall assure that no listing filed with MLS establishes, directly or indirectly, any contractual relationship between MLS and the client (buyer(s) or seller(s)).

ODS provides an exclusive listing agreement for use by Participants. However, Participants are free to use whatever listing agreement they deem best for their business needs. ODS shall require use of an approved property data form in conjunction with the listing agreement. ODS reserves the right to refuse to accept a listing in which the listing agreement does not include the stated provisions or which fails to adequately protect the interests of the public or the Participants.

SECTION 2-4 PROPERTY DATA FORMS

- A. All listings submitted to MLS must be on the approved property data form and bear the date and the signature or initials of the Participant, or their designated managing broker, signifying acceptance by the Participant of all responsibility and liability for the information submitted to

MLS. No data will be published to the MLS without the initials or signature of the Participant or in the event of Participant's absence, the Participant's authorized representative. When requested by ODS, the Participant must submit the property data form to ODS for purposes of verifying compliance with these rules.

- B. Listings submitted to MLS shall bear a definite and final termination date as negotiated between the Participant and the seller(s).
- C. All listings submitted to MLS shall be complete in every detail ascertainable. Participants and Subscribers are required to submit accurate listing data and are required to correct any known errors.
- D. The requirement for accuracy includes, but is not limited to:
 - 1. Address should match county records. In the event the situs address is different than the commonly known address, the commonly known address shall be identified in the Commonly Known Address field.
 - 2. Parcel Number must be exactly as shown in county records. Note: in some counties this is called Tax Account Number, Account Number, or Parcel ID.
 - 3. If mapping is available, map pin placement needs to be accurate for all listings with a situs address.
 - 4. Lot size should match county records and if it doesn't, then explain in Private Remarks.
 - 5. Timeshare listings are designated with a specific unit number.
 - 6. In the event the listing is for the conveyance of a deeded share or fractional ownership in the Property, the percentage or fraction being conveyed must be identified in Public Remarks. If the deeded share or fractional ownership is for use of the Property during a specific time each year, the timeframe must be identified in the Public Remarks.
- E. Listing input errors and/or discrepancies in listing data may subject the Participant or Subscriber to a sanction and/or fine as outlined in Section 13 and Appendix A of these Rules and Regulations.

SECTION 2-5 LISTING INPUT

- A. All Participants are authorized to enter their own listings into the MLS once the Participant has completed the required listing input course as outline in part B below. Any listings submitted to ODS Staff for entry shall incur a fee as outlined in Appendix A of these Rules and Regulations. Notwithstanding, the ODS Administrator can approve a waiver of the fee under extenuating circumstances.
- B. A Participant must complete a listing input training course within thirty (30) days of becoming a Participant, unless they already have listing input rights. Prior to the Participant completing the course, ODS staff will input listings on behalf of the Participant if there is no other listing input authorized individual at the Participant's firm who can input listings. If the Participant fails to complete the listing input course within thirty (30) days, listing input rights will be suspended for everyone in the firm and the Participant will be assessed a listing input fee as noted in part A above for every listing entered into the MLS by ODS staff, until such time as they complete the listing input course.
- C. It is at the Participant's sole discretion to determine which Subscribers, Clerical Users, or Personal Assistants affiliated with their firm may have listing input rights. The Participant may authorize on an individual basis or may communicate to ODS that all in their firm are to have listing input rights.

Any individual authorized by the Participant to have listing input rights must complete a listing input training course and must sign a Listing Input Agreement prior to being granted listing input rights. Individuals who previously had listing input rights under another Participant must be

authorized by their new Participant to have listing input rights and complete a new Listing Input Agreement with the current Participant, but do not need to retake the listing input training course.

- D. All individuals with listing input rights shall be responsible for the data they enter into the MLS. Further, the Participant shall accept ultimate responsibility for the data entered into the MLS by any individual they have authorized to have listing input rights.
- E. Repeated errors in data entry, which for the purpose of these Rules and Regulations means more than six (6) errors (regardless of type or whether or not the error is considered a violation elsewhere in these Rules and Regulations) in a thirty (30) day time period, shall result in listing input rights being suspended until the individual completes a listing input training course. Errors are defined in Section 13-6.
- F. ODS staff shall input listings and changes to listings ONLY if the appropriate property data forms and/or Change Form is submitted to the MLS, whichever is applicable, with all required fields completed and the form(s) are signed by the listing Participant, Subscriber and/or seller(s) as required. ODS staff will use commercially reasonable efforts to enter listings and changes after all completed and required forms are received by the MLS within two (2) business days.
- G. In the event a Change Form is received by staff signed only by the seller(s) and not the listing Participant, or Subscriber, staff will notify the Participant and provide them with a copy of the Change Form. The Participant will have one (1) business day to make the requested change or communicate with ODS that a resolution was reached with the seller(s). If the Participant does not respond within one (1) business day, MLS staff shall make the change and Participant agrees that so long as ODS had received a completed Change Form, MLS shall have no liability for making such changes. Change Forms bearing only the seller(s) signature received requesting a status change to Withdrawn or Cancelled shall be handled in accordance with Section 2-25 of these Rules and Regulations.

SECTION 2-6 PROPERTY ADDRESSES

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

If a property does not have a situs address assigned in county records, the listing shall be entered as follows:

- a. Use 0 (zero) in the street number field
- b. Use Taxlot number in the Unit # Field
- c. Use the closest likely street to access the property
- d. Use the appropriate City and Zip Code based on adjacent properties that have been assigned a situs address.
- e. If the property has a commonly known address, it should be included in the Commonly Known Address Field

In resort communities where the address does not match county records, for example Sunriver, addresses must be entered as follows:

- a. The situs address in county records must be entered into the address fields in the MLS. The modifier should be used for the commonly used street number if it differs from county records.
- b. The commonly known address shall be placed in the Commonly Known Address field in the MLS.

SECTION 2-7 LIMITED SERVICE LISTINGS

Listing agreements under which the listing Participant or Subscriber will not provide one, or more, of the following services:

1. arrange appointments for cooperating Participants or Subscribers to show listed property to potential purchasers but instead gives cooperating Participants or Subscribers authority to make such appointments directly with the seller(s);
2. accept and present to the seller(s) offers to purchase procured by cooperating Participants or Subscribers but instead gives cooperating Participants or Subscribers authority to present offers to purchase directly to the seller(s);
3. advise the seller(s) as to the merits of offers to purchase;
4. assist the seller(s) in developing, communicating, or presenting counter-offers; OR
5. participate on the seller's(s') behalf in negotiations leading to the sale of the listed property;

will be identified by marking Exclusive Agency in the Agreement Type field and noting "Limited Representation" in the Private Remarks, so potential cooperating Participants and Subscribers will be aware of the extent of the services the listing Participant will provide to the seller(s), and any potential for cooperating Participants or Subscribers being asked to provide some or all of these services to listing Participant's clients, prior to initiating efforts to show or sell the property.

The listing Participant of Limited Service listings is still responsible for updating the listing status within the required timeframes and complying with these Rules and Regulations, other ODS governance provisions and the NAR Code of Ethics.

SECTION 2-8 COMPENSATION SPECIFIED ON EACH LISTING

The listing Participant shall specify on each listing submitted to MLS, the compensation offered to other MLS Participants for their services in the sale of the listing as authorized by the seller(s) in the listing agreement. Such offers are unconditional except that entitlement to compensation is determined by the cooperating Participant's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule.

The listing Participant's obligation to compensate any cooperating Participant as the procuring cause of a sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing Participant 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 of the Association of REALTORS® where the listing Participant maintains its primary membership based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing Participant to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing Participant 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 Participant communicated to cooperating Participant(s) that the commission established in the listing agreement might not be paid.

In filing a property with MLS, the listing Participant is making blanket unilateral offers of compensation to the other MLS Participants and shall therefore specify on each listing submitted to MLS, the compensation being offered to other MLS Participants. Specifying the compensation on each listing is necessary, because the cooperating Participant and the buyer(s) has the right to know what the compensation shall be prior to any endeavor to sell or making an offer on the property.

The compensation specified on listings filed with MLS shall appear in one of three forms. The essential and appropriate requirement by 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 Participant, in writing, in advance of submitting an offer to purchase. The compensation specified on listings published by MLS shall be shown in one of the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a percentage of the net selling price (only as described in Section 2-10 below).
3. By showing a definite dollar amount.

The listing Participant and their Seller(s) retain the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents or in other agency or non-agency capacities defined by law).

This shall not preclude the listing Participant from offering any MLS Participant compensation other than the compensation indicated on the listings as published by MLS, provided the listing Participant informs the cooperating Participant, in writing, in advance of submitting an offer to purchase and provided 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 in the forms identified above.

NOTE: For compensation specifications related to third-party approval listings (i.e. – short sales), see Section 3-3.

SECTION 2-9

EXTENSION OF COMPENSATION TO ALL ODS PARTICIPANTS

The offer of compensation made by the listing Participant, as required under Section 2-8, is extended on the same terms and conditions to all other Participants of ODS regardless of which member or customer multiple listing service they purchase ODS access from.

SECTION 2-10

COMPENSATION AND CONCESSIONS

In limited instances, Participants may offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus concessions. For the purpose of these Rules and Regulations, concessions are defined as and limited to builder upgrades on new construction. In this limited instance, the listing Participant must disclose in the Private Remarks if the seller(s) is paying compensation on the net sales price and will not be paying commission on builder upgrades.

This does not preclude the listing Participant and selling Participant from negotiating changes to the compensation once a transaction is in place. The purpose of this rule is to provide transparency and reduce ambiguity about what is being offered as cooperative compensation in the MLS.

SECTION 2-11

DISPLAY OF LISTING PARTICIPANT'S OFFER OF COMPENSATION

Participants and Subscribers who share the listing Participant's offer of compensation for an active listing must display the following disclaimer or something similar.

The listing Participant's offer of compensation is made only to Participants of the MLS where the listing is filed.

SECTION 2-12

COMPENSATION TYPES

- A. Fixed: a fixed percentage of the gross selling price, a definite dollar amount, or in limited circumstances as identified in Section 2-10 of these Rules and Regulations, a percentage of the net selling price
- B. Variable: a dual or variable rate commission is one in which the seller(s)/landlord(s) agrees to pay a specified commission if the property is sold/leased by the listing Participant without assistance from a cooperating Participant and a different commission if the sale/lease results through the efforts of a cooperating Participant; or one in which the seller(s)/landlord(s) agrees to pay a specified commission if the property is sold/leased by the listing Participant either with or without the assistance of a cooperating Participant and a different commission if the

sale/lease results through the efforts of the seller(s)/landlord(s).

When this arrangement exists, the listing Participant shall disclose it using the Dual Variable Compensation YN field in the MLS. This will identify that a dual or variable commission arrangement exists, but shall not give details.

The listing Participant shall, in response to inquiries from potential cooperating Participants, 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(s)/landlord(s). If the cooperating Participant 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 2-13 BONUS LISTINGS

In accordance with State law, any publication in the MLS indicating a bonus to be paid by the seller(s) for the sale of the property must state that the bonus will be paid by the seller(s) to the buyer's broker's firm, not to the buyer's broker, and must clearly state the terms and conditions of the bonus offer.

SECTION 2-14 LISTING PRICE SPECIFIED

- A. The full gross listing price of a property for sale as stated in the listing contract will be included in the information published in MLS' Compilation of current listings, unless the property is subject to auction. In the case of an auction listing, see Section 2-2, part L.
- B. Any change in listing price, or any other change in the listing agreement, shall be made only when authorized in writing by the seller(s) and shall be submitted to MLS after the authorized change is received by the listing Participant.

SECTION 2-15 REMARKS AND ATTACHED DOCUMENTS

- A. All listing Participant, Subscriber, User and/or Firm contact information (including, but not limited to name, phone numbers, email addresses, or internet/website information) and any other third party internet/website information is prohibited from the Public Remarks section of a listing and if found, may be removed by MLS staff, or moved to Private Remarks upon notification to the Subscriber and Participant.
- B. Any hyperlinks to a website or email address or any other link that takes the end user outside of the MLS System are prohibited from the Public Remarks, with the exception of third party links necessary for offer requirements (such as HUD or Homepath). If found, unallowed links may be removed by MLS staff, or moved to Private Remarks upon notification to the Subscriber and Participant.
- C. Any supplemental contact information for the listing Participant, Subscriber, User or the seller(s) must be in the Private Remarks section of the listing. If found in Public Remarks, it may be removed by MLS staff, or moved to Private remarks upon notification to the Subscriber and Participant.
- D. Any supplemental contact information for the listing Participant, Subscriber, User or the seller(s) may not be shown on attached documents that are marked public. If found on an attached document, the document must be marked private.
- E. Any attached documents that require a signature and/or acknowledgement of another party shall be marked private.
- F. Staff has the authority, but not the duty, to remove language in the Public Remarks or to make an attached document private that directly or indirectly attempts to encourage consumers to

contact the listing Participant, Subscriber or User or to set up a showing with the listing Participant, Subscriber or User, which would be in conflict with the National Association of REALTORS® Code of Ethics.

Amended April 2024

SECTION 2-16 CHANGES TO LISTING INFORMATION

- A. Changes to listing information shall be submitted to the MLS within two (2) business days. Failure to submit a change within two (2) business days or to follow any of the reporting requirements in these Rules and Regulations may subject the Participant to a fine in accordance with Section 13 of these Rules and Regulations.
- B. Listing changes displaying in Property History in the MLS System shall not be altered or removed by ODS staff.

SECTION 2-17 AUDITING

- A. Staff has the authority, but not the duty, to delete language that may be considered discriminatory, per Fair Housing guidelines, from listings submitted to the MLS for publication.
- B. When remarks attempt to modify the unilateral offer of compensation, except as outlined in Section 3-3 of these Rules and Regulations, staff will remove the language from the remarks and notify the Participant and Subscriber of the removal.
- C. Staff has the authority, but not the duty, to remove pictures or virtual tour links from the system that violate the requirements outlined in Section 2-19 of these Rules and Regulations.
- D. Staff is authorized to take corrective action for any reported inaccuracy or error on a listing upon confirmation that the issue reported is an inaccuracy or in error, following notice to the listing Participant and Subscriber and opportunity given for the listing Participant or Subscriber to make the correction.
- E. Apart from the items specifically listed in this section, staff has the authority, but not the duty, to conduct audits of listing information submitted to the MLS. Inaccurate information found during such an audit may be corrected by staff upon notification to the listing Subscriber and Participant. If staff requests additional information from the listing Subscriber and/or their Participant (including but not limited to a copy of the relevant documents associated with a listing, e.g., listing agreement) and a response is not received within two (2) business days, staff has the authority, but not the obligation, to withdraw the listing from the system upon notification to the Participant.
- F. If any of these auditing items are done by staff, both the listing Subscriber and Participant will be notified in writing of the action taken by staff.

SECTION 2-18 PARTICIPANT AS PRINCIPAL

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

SECTION 2-19 PICTURES

- A. "Pictures" for the purpose of these Rules and Regulations include photographs, professional renderings, plat maps, and maps of the subject property. Hand drawn sketches or text are **NOT** allowed as a picture. Pictures shall not display recognizable real estate signage – including

logos, company name or colors, or contact information. Pictures shall not include any direct or indirect branding or any personal or company advertising. Pictures including hand drawn sketches, text, real estate signage, or branding are subject to removal by staff. Participant and Subscriber shall be notified of the removal in writing.

- B. Pictures displaying signs of businesses and/or the commercial real estate that is for sale or lease may appear on listings in the Commercial or Business Opportunity categories. Builder signs are permissible provided that the sign itself is not the primary subject matter of the picture and all contact information, including phone numbers and websites, are obscured.
- C. Participants and/or Subscribers must submit at least one picture for each listing, unless expressly directed by the Seller(s) that photographs of their property may not appear in MLS Compilations. In such instances, MLS will provide a generic "Seller Does Not Authorize Photos" image to be submitted. Pictures must be submitted in an acceptable format, as required by the MLS System.
- D. Pictures, videos, virtual tours, and other similar media are subject to copyright law. Prior to any submission or any use of such media Participants, Subscribers, and other Users must obtain express written permission from the copyright holder or owner (e.g. a license agreement). Participants, Subscribers, and other Users are prohibited from copying media from listings, including previous or expired listings, without the express written permission of the owner of the rights of the specific media. Pictures or other media determined to have been copied from another Participant or Subscriber's listing without permission may incur a fine as outlined in Appendix A of these Rules and Regulations.
- E. Participants and/or Subscribers may add virtual tour links as desired and as allowed by the MLS System. Virtual tour links submitted to the MLS may NOT include direct or indirect "branding" or any personal or company advertising. Additionally, any platform used for virtual tours that are linked in the MLS must not allow for the listing Participant or Subscriber to be contacted in any way. These prohibitions apply only to virtual tours uploaded to the MLS and do not apply to tours displayed on a Participant's or Subscriber's personal or company website for their own listings.

DEFINITION: "Branding" is text, images, audio, or hyperlinks contained in the virtual tour or in the frame around the virtual tour advertising a real estate licensee, a real estate company, or real estate services.

- F. Pictures shall not be deleted from the MLS after a listing is closed. If pictures are requested to be removed, they shall be changed to "private" so that they remain in the MLS, but are no longer included in data sent to websites and/or applications outside of the MLS. NOTE: ODS has no control over websites or applications displaying pictures that were received when the listing was still active.

SECTION 2-20

LISTINGS REPRESENTED BY MORE THAN ONE FIRM

When properties are jointly listed with more than one MLS Participant, that fact must be disclosed in the appropriate section of the property data form.

Active listings of non-Participants may not be displayed in the MLS database. Listings of non-Participants where the listing is co-listed with an MLS Participant may only be submitted to the MLS database if the MLS Participant is named in the listing agreement as an agent of the seller(s).

SECTION 2-21

LISTING MULTIPLE UNIT PROPERTIES

Listings consisting of multiple units, which may be sold either as a group or separately, must identify the individual units to be sold on both the listing agreement and the property data forms. When part of a

listed property has been sold, proper notification must be given to MLS per Section 3 of these Rules and Regulations.

If entering the listing as both a group and individually, the listings must include **ALL** required fields and the listings must be linked together (referred to as parent/child in the current MLS System). When a linked listing is changed to pending, the listing Participant or Subscriber must change the other applicable linked listing(s) to withdrawn. When a linked listing is changed to closed, the MLS will automatically change the other linked listing(s) to canceled. Linking the listings together will help prevent potential rule violations when changing statuses later and ensure accurate statistics. Failing to link the listings together OR reporting more than one listing of the same property as pending and/or closed may incur a fine in accordance with Section 13 of these Rules and Regulations.

SECTION 2-22 DUAL LISTINGS

A listing is not permitted to be entered into multiple property types and/or subtypes within the MLS, with the exception of the following:

1. Commercial Sale and Commercial Lease property types if the subject property is both for sale and for lease.
2. Instances where a seller(s) with two or more properties for sale, with separate Parcel ID numbers, is willing to sell both properties together or individually.
3. Instances where a subject property has mixed use capability may be entered in residential or residential income (whichever applies) for one category and in commercial sale for the second category. An example of this exception is zoning for a single family-residence or office space.
4. Instances where a subject property could be utilized as either a single-family residence with acreage or a farm or ranch may be entered in both Residential and Farm.

If you are entering dual listings under one of the above scenarios, the listings must include **ALL** required fields and you must link the listings together** (referred to as parent/child in the current MLS System). For exceptions 3 and 4 above, once an offer is accepted the listing that best matches the buyer's intent for the property, if known, shall be the one changed to pending and then closed.

Failing to link the listings together, entering a dual listing that does not meet one of the above noted exceptions, OR reporting more than one listing of the same property as pending and/or closed** may incur a fine in accordance with Section 13 of these Rules and Regulations.

**When a linked listing is changed to pending, the listing Participant or Subscriber must change the other linked listing to withdrawn. When a linked listing is changed to closed, the MLS System will automatically change the other linked listing to canceled. Linking the listings together will help prevent potential rule violations when changing statuses later and ensure accurate statistics.

SECTION 2-23 OFFICE EXCLUSIVES

If the seller(s) withholds consent for the listing to be disseminated by MLS, the Participant may then take an "Office Exclusive" Listing and said listing shall not be disseminated to Participants. The seller(s) must complete a written form certifying that they do not desire the listing to be disseminated by the MLS, that they understand the potential ramifications of not submitting the listing to the MLS, and that they are excluding the listing from the MLS entirely by their choice. The completed certification must be submitted to ODS upon request.

If the seller(s) later decides to have the listing disseminated, the listing shall be submitted to MLS within the required timeframe or within one (1) business day of public marketing occurring as outlined in Section 2-2, part F, whichever is sooner. Making the listing available to clients of other Subscribers within the listing Participant's firm or Branch Office does not constitute public marketing under Section 2-2, part F.

**SECTION 2-24
EXEMPTIONS, CONTINGENCIES, AND CONDITIONS**

- A. Exclusive agency listings and exclusive right to sell listings with named prospects excluded must be clearly distinguished from other exclusive right to sell listings in the Private Remarks. Participants will be notified of excluded prospects by the term “Excluded prospects, call listing broker” in the Private Remarks. Exclusive Agency, if applicable, will be noted in the Agreement Type field in the MLS and explained in the Private Remarks.
- B. Any contingencies of any term in a listing shall be specified and noticed to the Participants in the Private Remarks. If confidential, the listing Participant may enter “Contingency, call listing broker for details.”
- C. Any conditions of the showing or sale of a listing shall be specified and noticed to the Participants by a brief explanation of what the condition is in the Private Remarks section of the listing.

**SECTION 2-25
CANCELLATION OR WITHDRAWAL OF A LISTING PRIOR TO EXPIRATION**

Listings of property may be canceled or withdrawn from the MLS by the listing broker before the expiration date of the listing agreement, provided the listing Participant obtains written authorization from the seller granting permission of the withdrawal or cancellation.

If requested by the seller(s), listed property may be withdrawn in the MLS. Upon receiving written instruction from a seller(s) to withdraw a listing, ODS will notify the Listing Participant. The Listing Participant will have one (1) business day to make the change themselves or provide other resolution. If no response has been received from the Listing Participant, within one (1) business day, the listing will be withdrawn by ODS staff. A seller(s) does not have the unilateral right to require MLS to change the status of a listing without the listing Participant’s concurrence. However, if a Participant reasonably fails to act and a seller can document that the exclusive relationship with the listing Participant has been terminated, MLS may cancel the listing at the request of the seller.

**SECTION 2-26
EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS**

Listings submitted to MLS will automatically be removed from the Compilation of current listings on the expiration date specified in the listing agreement, unless prior to that date, or up to 60-days following the date, notice is submitted to the MLS that the listing has been extended or renewed.

If the listing expires on the specified date and:

- 1. It is renewed within sixty (60) days of the specified expiration date, the Participant has the option of renewing the existing listing or entering it as a new listing. NOTE: cumulative days on market (“CDOM”) will not reset unless a property has been off the market for sixty (60) days, regardless of whether the prior listing expired on the specified date or was terminated early.
- 2. It is renewed more than sixty (60) days after the expiration, the Participant shall enter it as a new listing and the CDOM will automatically reset.

If a listing is canceled prior to the specified expiration date and:

- 1. It is being renewed within sixty (60) days of the cancellation, it may not be entered as a new listing and the existing listing must be reactivated.
- 2. It is being renewed more than sixty (60) days after the cancellation the Participant may enter it as a new listing. However, no person may take any action that would have the effect of misleading the public as to the number of days a property has been on the market, including, but not limited to, terminating a listing early for the purpose of re-entering the property as a new listing.

SECTION 2-27 TOUR

The member and customer multiple listing services may hold tour meeting(s) followed by a tour of properties at their discretion. Tour guidelines and procedures shall be as determined by each member or customer multiple listing service. All Participants and Subscribers must adhere to the Clear Cooperation provisions of these Rules and Regulations during tours. Any Participant or Subscriber within ODS may attend any tour they wish, but will be subject to the procedures and guidelines of that tour even if it is not for their primary multiple listing service.

SECTION 2-28 AUTHORIZATION

By the act of submission of any property listing content to ODS the Participant represents and warrants that the Participant 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 ODS license to include the property listing data in its copyrighted ODS compilation and also in any statistical report on "Comparables." Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

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

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 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 the 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. Participants or Subscribers should check with their member or customer multiple listing service to see if they will serve as the agent.
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 3

REPORTING PROCEDURES

SECTION 3-1

STATUS DEFINITIONS

- A. Active: a listing that is not subject to a previously accepted offer to purchase.
- B. Active w/Contingency: a listing with an accepted offer to purchase which includes a contingency allowing the first buyer(s) to be bumped by a subsequent buyer(s) and which meets the requirements outlined in Section 3-5 of these Rules and Regulations.
- C. Active Short Sale: a listing with an accepted offer that requires third-party approval and the third-party has either authorized the seller(s) to accept additional offers that are not in a back-up position and all accepted offers will be promptly submitted to the third party for approval OR is accepting additional offers that are in a back-up position and will not be submitted to the third-party for approval unless the offer is moved to first position. When this status is used, the Private Remarks must include an explanation of which of the two previously noted scenarios applies to the listing.
- D. Coming Soon: a listing that is available for MLS Participants and Subscribers, but that is not ready for widespread marketing. See Section 3-4 of these Rules and Regulations for additional information about requirements of this status.
- E. Pending: a listing that is subject to an accepted offer where the seller(s) is not able to accept an additional written offer to purchase except those that are in a back-up position.
- F. Closed: a listing in which all the terms of the agreement between the parties have been completed and there has been a transfer of interest in the property.
- G. Expired: a listing in which the listing agreement between the seller(s) and the listing Participant has passed its specified expiration date.
- H. Canceled: a listing in which the listing agreement between the seller (s) and the listing Participant has been canceled prior to the specified expiration date and there is no longer any representation or listing agreement for this Property with the Listing Participant.
- I. Withdrawn: a listing in which the listing agreement between the seller(s) and the listing Participant has not expired or been canceled, but the seller(s) does not want the property marketed through MLS for a period of time.
- J. For the purpose of these rules, an offer in “back-up position” is one where the seller(s) is subject to a previously accepted offer and is not obligated to perform on the new offer until the previously accepted offer has been terminated.

SECTION 3-2

STATUS CHANGES

Status changes shall be submitted to the MLS within two (2) business days of the change occurring.

Requests to make changes to sold listings more than one hundred eighty (180) days after closing will incur a change fee as outlined in Appendix A of these Rules and Regulations.

SECTION 3-3

THIRD PARTY APPROVAL LISTINGS

- A. DEFINITION: “third party approval” listings are those which require the seller(s) to obtain approval of the sale transaction by one or more third parties. These may include short sales, bankruptcy sales, and other sales requiring the approval of a third party.

- B. **QUALIFICATION:** A third party approval listing must include at least one of the following two features:
1. The seller(s) does not have the authority to close a sale without the approval of a third party; and/or
 2. If closed at the price listed, there would not be sufficient funds to satisfy or fully discharge all liens and closing costs, including brokerage compensation.
- C. **REPORTING:**
1. The listing Participant or Subscriber must disclose potential third party approval listings when reasonably known and must designate them as such in the required Special Listing Conditions field in the MLS.
 2. After the seller's acceptance of an offer, a third party approval listing must be made Pending or Active Short Sale, subject to the requirements of Section 3-1, part C.
 3. Upon the third party's approval of an offer in a multiple offer scenario or upon the third party no longer soliciting back-up offers, the listing shall be changed to Pending within the required timeframe.
- D. **COMMISSION:** 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 Participant will be reduced within two (2) business days of receipt of notification from the lender.

NOTE: The language in the Private Remarks shall only communicate how THE REDUCTION in the gross commission shall be apportioned, not the ENTIRETY of the gross commission. If the listing Participant chooses to disclose, the language in the Private Remarks shall be the following:

If the third party requires a commission reduction, that reduction shall be apportioned _____ to the Cooperating Participant and _____ to the Listing Participant.

SECTION 3-4 COMING SOON

- A. Coming Soon is an optional status that may be used upon seller's authorization and seller(s) can authorize whether or not they want showings during the Coming Soon period with such authorization noted in the Showing Instructions. A listing may not be in Coming Soon status for more than thirty (30) days and will automatically switch to Active after thirty (30) days or on the Projected Active Date noted in the MLS (Marketing Date on the MLS Listing Agreement), whichever is sooner. Under no circumstances will a listing that has gone Active be moved back to Coming Soon status. Listings in Coming Soon status will not be available for the client portals or included in any licensed data uses outside of the MLS. Days on Market do not accrue while in this status. Submitting a listing to the MLS in Coming Soon status, whether showings are allowed or not, meets the requirements of Section 2-2, part F.

NOTE: If the seller(s) prohibits showings, offers from cooperating Participant's and Subscriber's may still be made and must be presented to the seller(s).

- B. All required fields must be completed for Coming Soon status, including submission of at least one (1) photo. As a listing in this status is not transmitted outside of the MLS as noted in part A above, a listing Participant or Subscriber entering a Coming Soon listing may either upload one or more property photos or may temporarily use the MLS provided "Photos Coming Soon" jpeg. If utilizing the latter, property photos are required to be uploaded prior to the listing becoming

Active.

- C. For new construction and properties undergoing renovations prior to being sold, the listing Participant or Subscriber may enter \$1 in the listing price while in the Coming Soon status and explain the listing price delay in the Private Remarks. The actual listing price must be entered prior to the listing becoming Active. NOTE: If the listing price is updated within 24 hours of the listing changing to Active, it will appear as both a New Listing and a Price Change on the Hot Sheet. Additionally, if a Participant or Subscriber has customized the timeframe on their Hot Sheet with a longer time period (can be up to 1 week), the listing could still appear in both sections.
- D. A listing may not be in Coming Soon for more than thirty (30) days. In the event, a listing requires more time before being made Active, the listing must be changed to Withdrawn.

SECTION 3-5 SALE CONTINGENCIES

- A. If there is a listing with a written accepted offer AND the seller(s) wishes to have the listing remain active in MLS, the Listing Participant may change the status to Active w/Contingency if the offer has a contingency-release clause that could cause the offer to be bumped by a subsequent offer. A brief explanation of what the contingency is and the applicable time frame must be included in the Private Remarks section of the listing. This rule excludes listings that meet the criteria of Section 3-3 of these Rules and Regulations, in which case reporting of said listing follows the requirements outlined in Part C of Section 3-3 of these Rules and Regulations.
- B. If there is a listing with a written accepted offer and the offer has a contingency-release clause, BUT the seller(s) does not wish to continue to market the property, the listing shall be changed to pending in MLS.
- C. If there is a listing with a written accepted offer and the offer has one or more contingencies, but said contingencies do not have a release clause or the release clause is greater than seventy-two (72) hours, the listing shall be changed to pending in MLS.
- D. **Removal of Contingencies:** In the event that a contingency is fulfilled or cancelled, the Participant shall report to MLS, removing the words from the remarks and, if applicable, changing the status of the listing.

SECTION 3-6 PENDING SALES

- A. Pending sales shall be reported as a status change to MLS by the listing Participant except as allowed in Sections 3-3 and 3-5 of these Rules and Regulations.
- B. If negotiations were carried out under the parameters of Section 7-3 of these Rules and Regulations, the cooperating Participant shall report the accepted offer to the listing Participant and the listing Participant shall report it to MLS after receiving notice from the cooperating Participant.

SECTION 3-7 TERMINATION OF A PENDING SALE

The Listing Participant shall report to MLS any pending sale that has fallen through and the status of the listing shall be adjusted accordingly.

SECTION 3-8 CLOSED SALES

- A. Closed sales must be reported by the listing Participant after closing. The "Closing Date" reported shall be the date on which interest in the property was transferred and the selling price shall be the same as recorded with the County.

- B. In the event the listing Participant does not report a closed sale in a timely manner, the selling Participant may submit notice of the change of status to MLS along with adequate public record documentation.
- C. Closed sales of properties listed by a Listing Participant in the MLS where the buyer(s) was represented by a real estate licensee who is not a MLS Participant or Subscriber OR there is no real estate licensee representation for the buyer(s), shall be accepted into the MLS by entering "member,non(no office)" into the selling agent field.

**SECTION 3-9
COMP ONLY**

- A. DEFINITION:
Comp Only Sales are defined as:
 - 1. One Party Listing: A listing in which the listing firm was not an Active MLS Participant, but an MLS Participant or Subscriber was the agent for the buyer(s) in the successful sale of a Property, OR,
 - 2. Office Exclusive Listing: A listing which was withheld from the MLS for the entire length of the listing (per Section 2-23 of these Rules and Regulations) which resulted in a successful sale of a Property.
- B. To submit a One Party Listing as a Comp Only Sale, the MLS Participant representing the buyer(s) must receive written authorization from seller(s) to enter the closed sale into the MLS.
- C. To submit an Office Exclusive Listing as a Comp Only Sale, the listing Participant must receive written authorization from the seller(s) to enter the closed sale into the MLS.
- D. In the event a buyer(s) or seller(s) in a Comp Only Sale was not represented by a Participant in the MLS, "member,non(no office)" shall be entered into the appropriate field for the non MLS member.
- E. To submit a Comp Only Sale to MLS, all required fields of a property data form must be accurately completed and appropriate closing information entered with at least one (1) photo uploaded. Comp Only Sales must be submitted within one (1) year of the closing date.
- F. The following statement must be entered into the Private Remarks section on each Comp Only: *"Comp Only - this information is for statistical purposes only."*
- G. Comp Only listings may be input by ODS staff or Participants, Subscribers, or Users authorized to input listings. If being input by the ODS staff, the property data form and accompanying Change Form must be clearly marked "Comp Only" across the top of each page and emailed to the appropriate staff member for input. If input by a Participant, Subscriber, or User, the individual inputting the listing must notify ODS staff that the listing has been entered to allow ODS staff to review the listing for accuracy.

Amended April 2024

**SECTION 4
ADVERTISING & INTERNET**

**SECTION 4-1
ADVERTISING OF LISTINGS SUBMITTED TO MLS**

Advertising of any listing by an MLS Participant or Subscriber, other than the listing Participant, is permissible **only** with the written consent of the listing Participant or as outlined in Section 4-3 or 4-4.

**SECTION 4-2
DATA ACCESS**

A Participant may, upon execution of the approved data access agreement, obtain information from the

MLS via means available through the MLS System as long as:

1. Access to the computer or computer system receiving the information is strictly limited to the authorized Participant, their Subscribers or Users, or an approved third-party vendor.
2. The data is utilized solely for the benefit of the Participant and their Subscribers.
3. The Participant and their third-party vendor, if applicable, have agreed to the terms and conditions, as approved by the Board of Managers, for use of the MLS data.

Access to data will ONLY be allowed for Participants in good standing of a member or customer multiple listing service or vendors approved by ODS to provide technology services to all ODS Participants and Subscribers. The data access will only include such fields of data as approved by MLS for the access agreement executed.

SECTION 4-3

BROKER RECIPROCIITY (“IDX”)

- A. **IDX Defined:** IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant’s control: websites, mobile apps, and audio devices. As used throughout these rules, “display” includes “delivery” of such listing.
- B. **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 through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller(s) has prohibited all Internet display or other electronic forms of display or distribution.

Participants participating in IDX will be responsible for marking the appropriate field in the MLS System for those listings where the seller(s) has opted out of Internet or other electronic advertising as indicated in the Listing Agreement.

- C. **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.
- D. Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.
- E. Participants can obtain listings for IDX display in one of three ways:
 1. Frame the IDX data available in the MLS System;
 2. Use an approved vendor who is receiving IDX data from the MLS System; OR
 3. Execute a data license agreement subject to vendor and usage approval by MLS staff. The data will include the raw data of listings of Participants who have not “opted-out” and where “Internet” was checked “yes”.

A Subscriber may, with their Participant’s authorization and under the Participant’s control and/or supervision, obtain IDX listings for the Subscriber’s display utilizing either of the first two options above. If a Subscriber desires to utilize a vendor other than one already approved by the MLS, the Participant has to execute the data license agreement, and retain full control and/or supervision of the Subscriber’s display.

- F. 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.
- G. Listings, including property addresses, can be included in IDX displays except where a seller(s) has directed their listing Participant or Subscriber 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 forms of electronic display or distribution.
- H. Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right-to-sell, or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant.
- I. Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.
- J. 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.
- K. 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.
- L. Any IDX display controlled by a Participant 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(s). The listing Participant or Subscriber shall communicate to the MLS that the seller(s) 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 12, 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(s).
- M. Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Participant or listing Subscriber 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.
- N. An MLS Participant 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.

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

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

- Q. Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and Users (e.g., showing instructions and property security information) may not be displayed.
- R. Subscribers affiliated with IDX Participants may display information available through IDX on their own Web sites subject to their Participant’s consent and control and the requirements of state law and/or regulation.
- S. All listings displayed pursuant to IDX shall show the MLS as the source of the information.**
- T. Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability.**
- U. Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.**

Note: An MLS Participant 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.

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

- V. The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.
- W. 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.
- X. Participants must maintain an audit trail of consumer activity on their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.
- Y. Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party.

SECTION 4-4

VIRTUAL OFFICE WEBSITE (VOW)

A. VOW Defined

1. 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 Subscriber affiliated with a Participant may, with their Participant's consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant's oversight, supervision, and accountability.
2. As used in the VOW section of these rules, the term "Participant" includes a Participant's affiliated Subscribers—except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all Virtual Office Websites, whether operated by a Participant, by a Subscriber, or by an "Affiliated VOW Partner" (AVP) on behalf of a Participant.
3. "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.
4. As used in the VOW section 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.

B. Scope of Policy

1. The right of a Participant's VOW to display MLS listing information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

2. Subject to the provisions of the VOW policy and these rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g., "Internet Data Exchange" (IDX).
 3. 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.
- C. 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 section 6 below). The Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use.
 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. 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 Subscriber 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.
- J. 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.
- K. A Participant's VOW shall not display the listings or property addresses of any seller(s) who has affirmatively directed the listing Participant to withhold the seller's listing or property address from display on the Internet. The listing Participant shall communicate to the MLS that the seller(s) 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.
- L. A Participant who lists a property for a seller(s) who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller(s) to execute a document that includes the following (or a substantially similar) provision.

Seller(s) Opt-out Form

1. Check one.

a. I have advised my Listing Participant or Subscriber that I do not want the listed property to be displayed on the Internet.

b. I have advised my Listing Participant or Subscriber 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(s)

- M. The Participant shall retain such documents noted in part L 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.

- N. Subject to part O 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;
AND/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.
- O. Notwithstanding the foregoing, at the request of a seller(s), the Participant shall disable or discontinue either or both of those features described in part N as to any listing of the seller(s). The listing Participant or Subscriber shall communicate to the MLS that the seller(s) has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to part P, 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(s).
- P. A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing Participant or Subscriber 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 Participant or Subscriber 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.
- Q. A Participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.
- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. A Participant's VOW may not make available for search by or display to Registrants any of the following information:
1. expired and withdrawn listings.
 2. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency.
 3. the seller's and occupant's name(s), phone number(s), or e-mail address(es).
 4. instructions or remarks intended for cooperating Participants or Subscribers only, such as those regarding showings or security of listed property.

- X. 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.
- Y. 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.
- Z. A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing Participant, and the email or phone number provided by the listing participant, in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.
- AA. A Participant shall require that Registrants' passwords be reconfirmed or changed every ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.
- BB. A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.
- CC. 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.
- DD. A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.
- EE. Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.
- FF. Where a seller(s) affirmatively directs his or her listing Participant or Subscriber 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.

SECTION 4-5

AVPs AND THIRD PARTY VENDORS

A. DEFINITION:

An Affiliated VOW Partner ("AVP") is as defined in paragraph 3 of Section 4-4, part A, of these Rules and Regulations. A Third Party Vendor is any entity or individual, including "parent" offices of franchise operations, other than the Participant who requires data access for a service for the benefit of the Participant. For the purpose of these rules, a service is defined to be a VOW, IDX site, or software for "back office" applications at the Participant's firm.

- B. Except as expressly set forth in the approved data access agreement, AVPs and Third Party Vendors shall not, and shall not facilitate, cause, or allow anyone else, to do any of the following:
 - 1. use, display, access, distribute, transfer, alter, or modify the MLS Compilation (as defined in Section 6-1 of these Rules and Regulations), or otherwise create any derivative works of the MLS Compilation,
 - 2. download, distribute, export, deliver, or transmit any of the MLS Compilation, to any computer or other electronic device, except for the service being provided to the Participant, or
 - 3. sell, grant access to, or sublicense the MLS Compilation, or any portion of the MLS Compilation, to any third party.
- C. The AVP or Third Party Vendor shall take all reasonable steps necessary to protect the MLS Compilation from unauthorized access, distribution, copying or use.
- D. The execution of the approved access agreement shall in no way grant the AVP or Third Party Vendor participation rights in MLS and access by AVP or Third Party Vendor to the MLS Compilation is strictly derivative of the rights of Participant.

SECTION 5 KEYBOX SYSTEM

SECTION 5-1 KEYBOXES

- A. ODS provides access to an electronic keybox system for the benefit of its Participants and Subscribers.
- B. ODS, through the member and customer multiple listing services, shall maintain current records as to all unsold keyboxes in inventory.
- C. Keyboxes may not be placed on a property without written authority from the seller(s) to the listing Participant. Keyboxes should be removed from a listing within two (2) business days of closing, cancellation, or expiration. Failure to do so may result in a fine as outlined in Appendix A of these Rules and Regulations.
- D. Any issuing fees, recurring fees, appropriate fines, or other administrative costs shall be established at the discretion of the Board of Managers and set forth in Appendix A of these Rules and Regulations. All keybox purchasers, as a condition of purchase, shall agree to be bound by the rules and policies governing the operation of the keybox system.
- E. Participants and Subscribers shall be eligible to purchase keyboxes from ODS, through a member or customer multiple listing service, for a fee per box as stated in Appendix A of these Rules and Regulations.
- F. ODS shall not give out any information about a keybox (i.e. – shackle code) to anyone other than the owner of record or said licensee's Participant. Participants and Subscribers who purchase a keybox(es) from another ODS Participant or Subscriber are required to notify ODS in writing of the change of ownership.
- G. In the event a Participant or Subscriber orders a keybox or a keybox is turned into ODS belonging to a Participant or Subscriber, ODS will notify the keybox owner the keybox is ready to be picked up and at which member or customer multiple listing service office. If the keybox owner is unable to pick up the keybox, they can make arrangement to have the keybox shipped to them at their cost. Should the keybox owner not pick the keybox up, or make arrangements to have it shipped to them, within ninety (90) days, the keybox will be returned to general inventory, the owner will forfeit all rights to the keybox, and no refund will be given.

- H. ODS will purchase keyboxes back from Participants and Subscribers provided the keybox is clean, in good working order, and is part of ODS' inventory.

SECTION 5-2 KEYBOX KEYS

- A. An "MLS key" is any device or mobile application by which a keybox can be opened.
- B. Access to MLS keys must only be obtained from ODS or its authorized agent.
- C. Each ODS Participant and the Subscribers affiliated with said Participants who are legally eligible for MLS access shall be eligible to hold an MLS key subject to their execution of an agreement with ODS or its authorized agent. For avoidance of doubt, Clerical Users, Personal Assistants, and Registered Appraiser Assistants are not eligible to hold MLS key (see Sections 10-1, 10-2, 10-3).
- D. The MLS key shall only be used for the purpose of gaining authorized entry into an MLS listing on which a keybox has been placed. Extreme care shall be taken by the MLS keyholder to ensure that the property key is returned to the keybox and that all doors to the listed property and the keybox are securely locked upon exit.
- E. ODS may refuse to sell, lease, or license MLS keys, may terminate existing MLS key agreements, and may refuse to activate or reactivate any MLS key held by an individual of a crime within the past seven (7) years under the following circumstances:
 - 1. ODS, through its Board of Managers, determines that the conviction(s) relates to the real estate business or puts clients, customers, or other real estate professionals, or properties at risk, for example through dishonest, deceptive, or violent acts; and
 - 2. ODS gives the individual an opportunity to provide and ODS must consider the mitigating factors listed in Part G related to the individual's criminal history; and
 - 3. ODS must be sure to evaluate individuals uniformly and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history.
- F. ODS may suspend the right of MLS keyholders to use MLS keys following their arrest and prior to a final determination of any such charge, if, in the determination of the Board of Managers, the charge relates to a crime that relates to the real estate business or which puts clients, customers, or other real estate professionals, or property at risk.
- G. Factors that can be considered in making a determination for Parts E or F of this section include, but are not limited to:
 - 1. The individual's age at the time of the conviction(s).
 - 2. The nature and seriousness of the crime.
 - 3. The facts and circumstance(s) surrounding the conviction(s).
 - 4. The relationship of the crime to the purposes for limiting keybox access.
 - 5. The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.
 - 6. The extent and nature of past criminal activity.
 - 7. Time elapsed since criminal activity was engaged in.
 - 8. Evidence of rehabilitative efforts undertaken by the applicant since conviction(s).
 - 9. Evidence of current fitness to practice real estate.
- H. Any deposits, issuing fees, recurring fees, appropriate fines, other administrative fees, or refunds shall be established at the discretion of the Board of Managers and set forth in Appendix A of these Rules and Regulations. All MLS keyholders, as a condition of the MLS key agreement, shall agree to be bound by the rules and policies governing the operation of the keybox system.

- I. If a keyholder becomes inactive, their key access is automatically terminated. This does not, however, release the keyholder from their obligations under the MLS key agreement.
- J. SECURITY:
In order to maintain security of the MLS key to prevent its use by unauthorized persons, keyholders shall:
 1. Keep the MLS key in their possession or in a safe place at all times and at all times be accountable to ODS for the MLS key.
 2. Not disclose to any other party the keyholder's PIN.
 3. Not loan the MLS key to or permit the MLS key to be used by any person for any purpose.
 4. Not assign, transfer, or pledge their MLS key to any other person for any purpose.
 5. If available, password protect the device the MLS key is stored on.

SECTION 6 **COMPILATIONS**

SECTION 6-1 **DEFINITION**

The term MLS Compilation, as used in these Rules and Regulations, shall be construed to include all aggregated and shared data in the MLS and any format in which property listing data of MLS Participants is collected and disseminated to the Participants, including, but not limited to, bound book, loose leaf binder, computer data base, card file, or any other format whatsoever.

SECTION 6-2 **OWNERSHIP AND COPYRIGHT**

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

SECTION 6-3 **LIMITATIONS**

Information from MLS Compilations of current listing information, from statistical reports, and from any sold or comparable report of MLS may be used by Participants and Subscribers as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties, which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating Participants).

Use of information developed by or published by ODS, including, but not limited to, statistical reports, is strictly limited to the activities authorized under a Participant's license(s) or certification and unauthorized uses are prohibited. At no time shall it be used in such a way that it appears to be developed by or published by anyone other than ODS. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by ODS where access to such information is prohibited by law.

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

NOTE: This representation is based in whole or in part on information supplied and copyrighted by Oregon Data Share, LLC for the period of (date) through (date).

SECTION 6-4 **DISPLAY**

- A. Certified or Licensed Appraisers who are Participants or Subscribers shall be permitted to display the MLS Compilation to the parties essential to completion of a transaction and only in conjunction with their ordinary business activities.

- B. All other categories of Participants and those real estate licensee Subscribers affiliated with said Participants shall be permitted to display the MLS Compilation to prospective purchasers or sellers 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 6-5 REPRODUCTION

- A. Certified or Licensed Appraisers who are MLS Participants or Subscribers shall be permitted to reproduce the applicable portions of the MLS Compilation to the parties essential to completion of a transaction and only in conjunction with their ordinary business activities.
- B. All other categories of Participants and those real estate licensee Subscribers affiliated with said Participants shall not reproduce any MLS Compilation or any portion thereof EXCEPT in the following limited circumstance: Participants or their affiliated real estate licensee Subscribers may reproduce from an MLS Compilation, and distribute to prospective purchasers, a reasonable¹ number of single copies of property listing data contained in an MLS Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated real estate licensees, be interested. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated real estate licensees are seeking to promote interest, does not appear on such reproduction. These reproductions are to be in the “client” format only and shall not contain information intended only for other MLS Participants and Subscribers (“agent” format).

¹It 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 purchasers' 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 coincide 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.

- C. 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 real estate licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, re-transmitted, or provided in any manner to any unauthorized individual, office or firm.
- D. None of the foregoing shall be construed to prevent any individual legitimately in possession of “current”, “sold”, “comparable”, 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 third-party license agreement where deemed appropriate by the MLS. MLSs may require Participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose.

Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

SECTION 6-6 DISTRIBUTION

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

SECTION 6-7 ACCESS TO COMPILATIONS

Each Participant shall be entitled to access a sufficient number of copies of each MLS Compilation to provide the Participant and each Subscriber affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of said Compilation.

Participants and their affiliated Subscribers shall acquire by such access only the right to use the MLS Compilation in accordance with these rules.

This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or certified or licensed 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 submitted to MLS and who does not, at any time, have access to or use of MLS information.

SECTION 7 SHOWING AND SELLING

SECTION 7-1 DISCLOSING THE EXISTENCE OF OFFERS

With the seller's approval, listing Participants and Subscribers, in response to inquiries from buyers or cooperating Participants and Subscribers shall disclose the existence of offers on the property. Where disclosure is authorized, the listing Participant or Subscriber must also disclose whether offers were obtained by the listing Participant, by another Subscriber in the listing firm, or by a cooperating Participant or Subscriber.

SECTION 7-2 AVAILABILITY OF LISTED PROPERTY

Listing Participants and Subscribers shall not misrepresent the availability of access to show or inspect listed property.

SECTION 7-3 SHOWING AND SELLING

Appointments for showings and negotiations with the seller(s) for the purchase of listed property submitted to MLS shall be conducted through the listing Participant or Subscriber, except under the following circumstances:

- A. The listing Participant or Subscriber gives the cooperating Participant or Subscriber specific authority to show and/or negotiate directly; OR
- B. After reasonable effort, the cooperating Participant or Subscriber cannot contact the listing Participant or Subscriber or his representative; however, the listing Participant or Subscriber, at their option, may preclude such direct negotiations by cooperating Participants or Subscribers.

SECTION 7-4

PRESENTATION OF OFFERS

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

SECTION 7-5

SUBMISSION OF WRITTEN OFFERS AND COUNTER OFFERS

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

Participants and Subscribers representing buyers or tenants shall submit to the buyer(s) or tenant(s) 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 7-6

PARTICIPANT AS PURCHASER

If a Participant or any licensee (including licensed or 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 Participant or Subscriber not later than the time an offer to purchase is submitted to the listing Participant or Subscriber.

SECTION 7-7

RIGHT OF COOPERATING PARTICIPANT IN PRESENTATION OF OFFER

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

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

SECTION 7-8

RIGHT OF LISTING PARTICIPANT IN PRESENTATION OF COUNTER-OFFER

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

SECTION 8
RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

SECTION 8-1
USE OF TERM “MLS” PROHIBITED

No MLS Participant, Subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URL's, their email 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 a Participant shall not represent, suggest, or imply that consumers or others have direct access to the MLS database, or that consumers or others are able to directly search the MLS database, which is 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 their clients or customers is available on their websites or otherwise.

SECTION 8-2
"FOR SALE" SIGNS

Only the "For Sale" sign(s) of the listing Participant may be placed on a property.

SECTION 8-3
"SOLD" SIGNS

Prior to closing, only the "Pending" or "Sold" sign of the listing Participant may be placed on a property unless the listing Participant and the seller(s) authorizes the cooperating (selling) Participant to post such a sign. After closing, only signage authorized by the new owner may be placed, or remain, on the property for an agreed upon time period.

SECTION 8-4
SOLICITATION OF A LISTING

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

SECTION 9
SUSPENSIONS, RESIGNATIONS, & TERMINATIONS

SECTION 9-1
LISTINGS OF A SUSPENDED PARTICIPANT AND/OR SUBSCRIBER

- A. If a Participant is suspended from a member or customer multiple listing service for failure to pay appropriate dues, fees, or charges, or for failing to abide by any other participation or subscription duty (i.e. violation of the Code of Ethics, ODS Rules and Regulations, or other governance provision of the member or customer multiple listing service), and is not active with any other member or customer multiple listing service, all listings currently submitted to ODS by said suspended Participant shall be retained in ODS for thirty (30) days or until sold, withdrawn, or expired (whichever comes first), but shall not be renewed or extended by ODS beyond the termination date of the listing agreement in effect when the suspension became effective. 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 Participant's clients. It is the Participant's responsibility to notify ODS of listings still in effect upon completion of the suspension.

- B. If a Participant or Subscriber is suspended from a member or customer multiple listing service, because their license has been suspended for a temporary period by the Oregon Real Estate Agency, listings in the system under the Participant's or Subscriber's name will be handled as follows:
 1. In the event that the suspension is for a Subscriber, the listings will be transferred to the Participant's name with whom the Subscriber is affiliated for the duration of the suspension.

2. In the event that the suspension is for a Participant who has Subscribers affiliated with them, said Participant may designate a Principal Broker affiliated with said Participant and any listings in the suspended Participant's name will be transferred to the designee's name for the duration of the suspension. In the event the Participant does not have an affiliated Principal Broker to designate, the Participant will have two (2) business days to find a Principal Broker to designate. Failure to designate a Principal Broker as the Participant within two (2) business days of the suspension, will result in all listings of the Participant and their Subscribers being withdrawn.
3. In the event that the suspension is for a Participant who is a sole practitioner, the listings will be changed to "withdrawn" status in the system for the duration of the suspension.

In any of the aforementioned instances, the Participant is responsible to notify ODS of listings still in effect upon completion of the suspension.

SECTION 9-2

LISTINGS OF A TERMINATED PARTICIPANT

If a Participant is terminated from a member or customer multiple listing service for failure to pay appropriate dues, fees, or charges, or for failing to abide by any other participation or subscription duty (i.e. violation of the Code of Ethics, ODS Rules & Regulations, or other governance provision of the member or customer multiple listing service) and is not active with any other member or customer multiple listing service, all listings currently submitted to ODS by the terminated Participant shall be canceled. Prior to the cancellation of Terminated Participant's listings from ODS, the terminated Participant will be advised in writing of the intended cancellation so that the terminated Participant may advise their clients. Listings may be resubmitted to ODS upon the terminated Participant's return to good standing with a member or customer multiple listing service.

SECTION 9-3

LISTINGS OF A RESIGNED PARTICIPANT

If a Participant resigns from a member or customer MLS and is not active with any other member or customer multiple listing service, ODS is not obligated to provide MLS services, including continued inclusion of the resigned Participant's listings in the ODS compilation of current listing information. Prior to the removal of the resigned Participant's listings from ODS, the resigned Participant will be advised in writing of the intended removal so that the resigned Participant may advise their clients.

SECTION 10

OTHER LICENSED AND UNLICENSED USERS

SECTION 10-1

CLERICAL USERS

- A. Clerical Users are unlicensed individuals under the direct supervision of a Participant who perform, on behalf of the entire firm, administrative and clerical tasks that do not require a real estate license or appraisal certification or license and who have signed an agreement to abide by these Rules and Regulations, as from time to time amended which may require the Clerical User to, among other things, complete a listing input training course and sign a Listing Input Agreement.
- B. Clerical Users may have access to ODS information solely under the direction and supervision of the Participant and must be registered with a member or customer multiple listing service. Clerical Users may not provide any ODS information to persons other than the Participant under whom they are registered. Access by Clerical Users to the database is solely for clerical and administrative functions for the Participant under whom the Clerical User is registered. It is strictly prohibited for a Clerical User to access or use any ODS information outside the scope of the Clerical User's role as outlined above, outside the direction and supervision of the Participant under whom the Clerical User is registered, and/or in any way or for any purpose that requires a real estate license.

- C. A Clerical User is NOT allowed to utilize the login ID and password of the Participant with whom they are employed. All login ID's and passwords are unique to the individual User and sharing of any login ID's or passwords is strictly prohibited.
- D. Clerical Users may not have an MLS key. See Section 5-2.

NOTE: As of the launch of ODS (February 15, 2024), there are six (6) Clerical Users from one of the member multiple listing services who have an MLS key. They are grandfathered and may keep their MLS key until they deactivate from the member multiple listing service OR until ODS implements a process for one-time access to keyboxes, whichever comes first.

- E. A Clerical User MUST be an individual and not a company in which multiple individuals will be accessing ODS with a single login ID. As outlined above, all login ID's and passwords are unique to the individual User and sharing of any login ID's or passwords is strictly prohibited. A Clerical User must reside and access ODS in the United States .
- F. Licensed Clerical Users. Individuals who are licensed, may be treated one of two ways: (1) if they are licensed with the Participant, as a Subscriber with all of the same rights, benefits, and obligations as any other Subscriber, or (2) if they are licensed but are not actively practicing real estate and have their license affiliated with a referral company, as a Clerical User provided that they are (i) employed with the Participant's firm in the capacity of office personnel to perform clerical work and other office tasks for the firm that do NOT require a license and (ii) that both the individual and the Participant sign the required waiver form. For the avoidance of doubt, such individuals shall comply with all the provisions of this Section 10-1.

SECTION 10-2 PERSONAL ASSISTANTS

- A. For the purposes of these Rules and Regulations, a Personal Assistant is an unlicensed individual** employed by or affiliated with a Participant or Subscriber, whose tasks and duties are only for the benefit of the employing Participant or Subscriber (or a team) and who has signed an agreement to abide by these Rules and Regulations, as from time to time amended, which requires the Personal Assistant to, among other things, complete a listing input training course and sign a Listing Input Agreement.
- B. A Personal Assistant must be registered with a member or customer multiple listing service, be given their own login ID and password, and acknowledge that ODS information will be accessed solely under the direction and supervision of the Participant or Subscriber with whom they are affiliated or employed. A Personal Assistant may not provide any ODS information to persons other than the individual under whom they are registered or those in the individual's team, if applicable. It is strictly prohibited for a Personal Assistant to access or use any ODS information outside the scope of his or her role as outlined above, outside the direction and supervision of the Participant, Subscriber, or team under whom the Personal Assistant is registered, and/or in any way or for any purpose that requires a real estate license.
- C. A Personal Assistant is NOT allowed to utilize the login ID and password of the licensee with whom they are affiliated or employed. All login ID's and passwords are unique to the individual User and sharing of any login ID's or passwords is strictly prohibited.
- D. A Personal Assistant may not have an MLS key. See Section 5-2.
- E. A Personal Assistant MUST be an individual and not a company in which multiple individuals will be accessing ODS with a single login ID. A Personal Assistant must reside and access ODS in the United States.
- F. Licensed Personal Assistants. Individuals who are licensed, may be treated one of two ways: (1) if they are licensed with the Participant, as a Subscriber with all of the same rights, benefits,

and obligations as any other Subscriber, or (2) if they are licensed but are not actively practicing real estate and have their license affiliated with a referral company, as a Personal Assistant provided that they (i) are employed with a Participant or Subscriber in the capacity of personnel to perform clerical work and other tasks for the individual or team that do NOT require a license and (ii) that both the individual and the employing Participant or Subscriber sign the required waiver form. For the avoidance of doubt, individuals who fall under this Section 10-2(F)(2) shall comply with all the provisions of this Section 10-2.

SECTION 10-3

REGISTERED APPRAISER ASSISTANTS

- A. Registered Appraiser Assistants affiliated with a Participant may, on an individual basis, subscribe to ODS through a member or customer multiple listing service. Registered Appraiser Assistants are not yet considered “licensed” by the State of Oregon, and therefore, are considered, unlicensed Users.
- B. Registered Appraiser Assistants must be under the direct supervision of a Participant and sign an agreement to abide by these Rules and Regulations, as from time to time amended. Registered Appraiser Assistants may have access to ODS information solely under the direction and supervision of the Participant. It is strictly prohibited for a Registered Appraiser Assistant to access or use any ODS information outside the scope of his or her role as outlined above, outside the direction and supervision of the Participant under whom the Registered Appraiser Assistant is registered.
- C. A Registered Appraiser Assistant is NOT allowed to utilize the login ID and password of the Participant with whom they are employed. All login ID’s and passwords are unique to the individual User and sharing of any login ID’s or passwords is strictly prohibited.
- D. Registered Appraiser Assistants may not have an MLS key. See Section 5-2.

SECTION 11

MEETINGS AND COMMUNICATIONS

SECTION 11-1

MEETINGS

- A. The meetings of ODS shall be held in accordance with the provision of the Operating Agreement.
- B. Animals, excluding such animals as may present as an aid for a disability, are not allowed at any ODS meeting, event, or class without prior approval from the Board of Managers Chair or the ODS Administrator and may not be taken to any showings and/or viewings of properties listed with ODS without prior approval from the listing Participant, Subscriber or seller(s).

SECTION 11-2

COMMUNICATIONS

ODS’ official method of disseminating information (including, but not limited to, notices of rules changes, MLS or other technology updates, etc.), shall be by electronic material and shall be disseminated through the member and customer multiple listing services using their distribution channels. ODS reserves the right to communicate directly with Participants, Subscribers, and Users as may be necessary for ODS to provide the MLS service or as required under law, regulations, or similar requirement.

SECTION 11-3

ROSTERS

ODS rosters are provided to Participants, Subscribers, and Users for their convenience. Rosters shall not be used for non-real estate related marketing purposes, political purposes, soliciting charitable contributions, or for any other purpose not related to ODS Participants and Subscribers’ real estate

related business or activities. Rosters shall not be provided to a non-ODS Participant, Subscriber, or User without prior approval from the Board of Managers. ODS and/or the member or customer MLSs are not responsible for monitoring Participant, Subscriber and User real estate related email marketing. If a sender fails to include appropriate opt-out provisions, or other provisions required by law, in email marketing communications, the recipient is instructed to address those concerns with the sender of the communication(s).

SECTION 12 **CHARGES AND FEES**

SECTION 12-1 **SERVICE CHARGES AND FEES**

- A. The established service charges, fees, and fines are in effect to defray the costs of operation and are subject to change from time to time by action of the ODS Board of Managers. All service charges, fees and fines from ODS are outlined in Appendix A of these Rules and Regulations.
- B. The fees associated with the set-up and receipt of ODS data access shall be as determined by the Board of Managers and as stated in Appendix A of these Rules and Regulations. Vendors receiving data access shall be responsible for their own expenses and costs and ODS shall have no obligation to reimburse for any expenses or costs incurred by the Vendor in providing service to the Participant.
- C. ODS does not fix, control, recommend, suggest, or maintain rates or fees for participation or subscription in or for services rendered by member or customer MLSs.

SECTION 13 **ENFORCEMENT**

SECTION 13-1 **CONSIDERATION OF ALLEGED VIOLATIONS**

The Board of Managers shall give consideration to all written complaints having to do with violations of these Rules and Regulations. By becoming and remaining a Participant, Subscriber or User of a member or customer multiple listing service, each individual agrees to be subject to these Rules and Regulations, the enforcement of which are at the sole discretion of the ODS Board of Managers. For the purpose of these rules, "written" includes paper, electronic mail, and submissions through the MLS "Report Violation" link.

Anonymous complaints will not be accepted. However, the complainant will only be made known to the respondent if the complainant voluntarily agrees to appear at a hearing. In the event a complainant does not wish to appear at a hearing, ODS will process the complaint without revealing the complainant's identity and ODS will appoint a representative from the Board of Managers or the Rules and Listing Input Committee to serve as the complainant.

SECTION 13-2 **VIOLATION OF RULES AND REGULATIONS**

If it is determined that the alleged offense is a violation of these Rules and Regulations and does not involve a charge of alleged unethical conduct or request for arbitration, and if action for the alleged offense is not specifically outlined elsewhere in these Rules and Regulations, it may be administratively considered by a hearing panel of three (3) members of the Board of Managers, appointed by the Chair, or the Vice Chair if the Chair has a conflict of interest or is unavailable. In the event it is not possible to convene an impartial panel of the Board of Managers in a timely manner, members of the Rules and Listing Input Committee may be called upon. To help ensure an impartial panel, the Managers or Committee members appointed shall not be from the same member or customer multiple listing service as the respondent.

The respondent has the right to appear before the panel to state their case and at the hearing panel's discretion, the complainant may be asked to appear. The hearing panel may direct the imposition of sanction in the form of reprimand, fine as stated in Appendix A of these Rules and Regulations, and/or suspension or termination of participation or subscription. All actions of a hearing panel will be ratified by the Board of Managers (excluding hearing panel members) before being considered final. The recipient of such sanction may appeal the decision as outlined in Section 13-8.

All fines assessed are the responsibility of the Participant. If the Participant requires their Subscriber or User to pay the fine directly, that is permissible, however, the responsibility to ensure the fine is paid remains the Participant's.

Repeated patterns of behavior (three (3) or more automatic or administrative sanctions in a calendar year), even if the alleged offense carries an automatic sanction, will be brought to the attention of the Chair of the Board of Managers by the Administrator. The alleged violation shall be administratively considered by a hearing panel of three (3) members of the Board of Managers, appointed by the Chair, or the Vice Chair if the Chair has a conflict of interest or is unavailable. In the event it is not possible to convene an impartial panel of the Board of Managers in a timely manner, members of the Rules and Listing Input Committee may be called upon. To help ensure an impartial panel, the Managers or Committee members appointed shall not be from the same member or customer multiple listing service as the respondent.

The Subscriber and their Participant are required to appear before the panel to state their case. The hearing panel may direct the imposition of sanction in the form of reprimand, fine as stated in Appendix A of these Rules and Regulations, and/or suspension or termination of participation or subscription. All actions of a hearing panel will be ratified by the Board of Managers (excluding hearing panel members) before being considered final. The recipient of such sanction may appeal the decision as outlined in Section 13-8.

SECTION 13-3 COMPLAINTS ON UNETHICAL CONDUCT

All complaints of unethical conduct or requests for arbitration shall be referred by ODS to the Participant or Subscriber's primary REALTOR® Association for processing in accordance with the professional standards procedures of the Association.

SECTION 13-4 BREACHING CONFIDENTIALITY OF MLS LOGIN CREDENTIALS

If a Participant, Subscriber, or User is found to be in violation of Section 1-9, part A, of these Rules and Regulations, the individual shall incur a fine as stated in Appendix A. If the same individual is found in violation of Section 1-9, part A, a second time, they will be suspended from ODS for a period of 90-days and incur the fine as stated in Appendix A of these Rules and Regulations. If a third violation occurs, it will be administratively considered per Section 13-2 and further action taken by the ODS Board of Managers, up to a \$15,000 fine and/or suspension or termination from ODS.

SECTION 13-5 OFFICE EXCLUSIVES AND CLEAR COOPERATION

A violation of either Section 2-2, part F, or Section 2-23 of these Rules and Regulations shall result in the following:

- A. A first violation will result in a written warning being sent to the Subscriber and their Participant including the requirements that the property be entered into the MLS within one (1) business day and that both individuals complete the "Education Review and Certification for Understanding the Purpose of the MLS" form within five (5) business days. Failure to comply with either of these requirements will be treated as a second violation.
- B. A second violation will result in a fine as outlined in Appendix A which will be issued administratively by staff.

- C. Third and subsequent violations will result in a fine as outlined in Appendix A which will be issued administratively by staff. Subsequent violations may also result in additional sanctions per Section 13-2 above.

**SECTION 13-6
LISTING DISCREPANCIES AND ENTRY ERRORS**

- A. For the purposes of this section, an “error” is any data entered that does not comply with these Rules and Regulations and for which penalty or sanction is not specified elsewhere in these Rules and Regulations. This section may be applied to errors made during initial listing entry as well as subsequent changes to listing information and status changes during the course of the listing. *De minimus* mistakes (e.g., typos) will not be considered errors so long the mistake is minor, trivial, obvious, and does not have a material impact on the information provided about the listing.
- B. A first violation will result in a letter of warning being sent to the Subscriber and their Participant including the requirements that the error or discrepancy be corrected within one (1) business day and that both individuals complete the “Education Review and Certification for Understanding the Purpose of the MLS” form within five (5) business days. Failure to comply with either of these requirements will be treated as a second violation.
- C. A second violation will result in a fine as outlined in Appendix A which will be issued administratively by staff.
- D. Third and subsequent violations will result in a fine as outlined in Appendix A which will be issued administratively by staff. Subsequent violations may also result in additional sanctions per Section 13-2 above.

**SECTION 13-7
SANCTIONS**

Unless outlined elsewhere in these Rules and Regulations, the sanctions addressed in Appendix A shall occur as set forth further in this section. In the event more than one rule violation applies to a situation, all fines and sanctions shall apply, but the procedure shall be as required by the most egregious violation. For alleged violations not addressed in Appendix A, see Section 13-2.

- A. A first violation will result in a letter of warning being sent to the Subscriber and their Participant including the requirements.
- B. Second and subsequent violations of the same rule will result in fines and/or sanctions as outlined in Appendix A which will be issued administratively by staff. Subsequent violations may also result in additional sanctions per Section 13-2 above.

**SECTION 13-8
APPEAL**

- A. Participants, Subscribers, and Users have the right to appeal any fines, fees, and/or sanctions as outlined in parts B and C of this section. Upon issuance of any fine, individuals will be provided the applicable information about their right to appeal.
- B. Any fines, fees, and/or sanctions imposed automatically by these Rules and Regulations may be appealed to the ODS Board of Managers within twenty (20) days of receipt of the notice of said fine, fee, and/or sanction. An appeal panel of three (3) members of the Board of Managers, appointed by the Chair, or the Vice Chair if the Chair has a conflict of interest or is unavailable. In the event it is not possible to convene an impartial panel of the Board of Managers in a timely manner, members of the Rules and Listing Input Committee may be called upon. An appeal “hearing” will be scheduled as soon as practical at the convenience of the appeal panel. The appellant has the right to appear before the panel and state their case. The decision made by the appeal panel in such instances is final and further appeal cannot be made.

- C. Any fines, fees, and/or sanctions administratively considered and action imposed by a hearing panel, may be appealed within twenty (20) days of receipt of the hearing panel's decision. An appeal panel of three (3) members from the appellant's member or customer multiple listing service Board of Directors who are not also on the ODS Board of Managers, will be appointed by the Chair of the ODS Board of Managers, or by the Vice Chair if the Chair has a conflict of interest or is unavailable. An appeal "hearing" will be scheduled as soon as practical at the convenience of the appeal panel. The appellant has the right to appear before the panel and state their case and at the appeal panel's discretion, the complainant may be asked to appear. The decision made by the appeal panel in such instances is final and further appeal cannot be made back to the ODS Board of Managers.

SECTION 13-9 CONFIDENTIALITY

The allegations, findings, and decisions rendered in the enforcement process are confidential and shall not be reported or published by a member of the Board of Managers or Staff, any member of a tribunal, or any party under any circumstances unless approved by the Board of Managers and agreed to by the ODS attorney or from court order or subpoena.

SECTION 14 AMENDMENTS

SECTION 14-1 CHANGES IN RULES AND REGULATIONS

These Rules and Regulations may be amended as needed by the ODS Board of Managers. Amendments required by policy changes implemented by the National Association of REALTORS® or by changes in state or federal law do not require approval of the Board of Managers. All changes shall be noticed to the Participants and Subscribers at least thirty (30) days prior to the effective date, unless ODS was not given thirty (30) days notice prior to the required effective date.