Revised: November 18, 2026

FRESNO MULTIPLE LISTING SERVICE (Fresno MLS)

MLS RULES AND REGULATIONS

November 18, 2026

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INTRODUCTION

The *California Multiple Listing Service Rules* ("Model MLS Rules") are designed and intended for use by Member Associations of the California Association of REALTORS® ("C.A.R.") who operate a multiple listing service as a committee of the Member Association. The Model MLS Rules are drafted to comply with the applicable policies of the National Association of REALTORS® ("NAR") and California law. If a Member Association desires to adopt a different set of rules for administration of its multiple listing service or changes the model provisions contained herein, it is recommended that the Member Association have such rules and procedures reviewed by legal counsel and approved by NAR prior to actual use. NAR requires each MLS to certify that its rules and regulations and bylaws contain all of the mandatory provisions.

CAR Amended July 2025

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1 AUTHORITY

The Association of REALTORS® (“A.O.R.”) may maintain for the use of licensed real estate brokers and salespersons, and licensed or certified Appraisers, a Multiple Listing Service (hereinafter referred to as "MLS" or "service"), which shall be subject to the bylaws of the A.O.R. and such rules and regulations as may be hereinafter adopted by the Board of Directors of the A.O.R. (hereinafter “Board of Directors”).

2 PURPOSE

A Multiple Listing Service is a means by which cooperation among Participants is enhanced; a means by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bonafide clients and customers; a means by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the Participants so that they may better serve their clients, customers and the public.

3 MULTIPLE LISTING SERVICE COMMITTEE

The MLS shall be governed by the Multiple Listing Service Committee (hereinafter “MLS Committee”) in accordance with the bylaws of the A.O.R. and such rules and regulations as adopted by the Board of Directors. All actions of the MLS Committee shall be subject to the approval of the Board of Directors.

4 PARTICIPATION AND AUTHORIZED ACCESS

4.1 Participant

A Participant is any individual who applies and is accepted by the MLS, meets and continues to meet all of the following requirements of either a Broker Participant or an Appraiser Participant as defined below in sections 4.1.1 and 4.1.2.

4.1.1 Broker Participant.

A Broker Participant is a Participant who meets all of the following requirements:

a. The individual or corporation, for which the individual acts as a broker/officer, holds a valid California real estate broker's license;

b. The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal;

c. The individual or corporation for which the individual acts as a broker/officer cooperates with other brokers*;

d. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;

e. The individual pays all applicable MLS fees; and

f. The individual has completed any required orientation program of no more than eight (8) classroom hours within ninety (90) days after access has been provided, said program to be attended in-person or through remote means.

*Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the Participant actively endeavors during the operation of its real estate business to cooperate. “Cooperation” (and its derivative forms including “cooperate”) means (a) or (b) or both: (a) sharing information on listed property and making property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of a listing broker’s clients; (b) attempting to find buyers or tenants for properties listed in the Service. “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 cooperate 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”) [See Rule No.19] (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or potential Participant “actively endeavors during the operation of its real estate business to cooperate” only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so.

The membership requirement shall be applied on a nondiscriminatory manner to all Participants and potential Participants.

4.1.2 Appraiser Participant

An Appraiser Participant is a Participant who meets all of the following requirements:

a. The individual holds a valid California Appraisers certification or license issued by the Bureau of Real Estate Appraisers (“BREA”) (also referred to as “Office” of Real Estate Appraisers or OREA);

b. The individual is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal;

c. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;

d. The individual pays all applicable MLS fees; and

e. The individual has completed any required orientation program of no more than eight (8) classroom hours within ninety (90) days after access has been provided, said program to be

attended in-person or through remote means.

4.1.3 Redundant Participant Qualifications *

Participant type (Broker or Appraiser) must be selected during application for participation. A Participant with both a California Real Estate Broker's license and a California Appraiser's certification or license must join as a "Broker Participant" to be a listing broker under Section 4.6 or a cooperating broker or selling broker under Section 4.7.

4.2 Subscriber

A Subscriber is an individual who applies and is accepted by the MLS, meets and continues to meet all of the following requirements of either a R.E. Subscriber or Appraiser Subscriber as defined below in sections 4.2.1 and 4.2.2:

4.2.1 R.E. Subscriber

A R.E. Subscriber is a Subscriber who meets all the following requirements:

a. The individual holds a valid California real estate salesperson's or broker's licensee;
b. The individual is employed by or affiliated as an independent contractor with a Broker Participant;
c. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;
d. The individual pays all applicable MLS fees; and
e. The individual has completed any required orientation program of no more than eight (8) classroom hours within ninety (90) days after access has been provided, said program to be attended in-person or through remote means.

4.2.2 Appraiser Subscriber

An Appraiser Subscriber is a Subscriber who meets all of the following requirements:

a. The individual holds a valid California real estate Appraisers certification or license issued by the BREA;
b. The individual is employed by or affiliated as an independent contractor with an Appraiser Participant;
c. The individual has signed a written agreement to abide by the rules and regulations of the service in force at that time and as from time to time amended;
d. The individual pays all applicable MLS fees; and

e. The individual has completed any required orientation program of no more than eight (8) classroom hours within ninety (90) days after access has been provided, said program to be attended in-person or through remote means.

4.2.3 Redundant Subscriber Qualifications *

Subscriber type, real estate or appraiser, must correlate to the Participant type. A Subscriber who is both a California Real Estate Licensee and a California certified or licensed appraiser must join as a R.E. Subscriber, unless their employing or affiliated Participant is an Appraiser Participant.

4.3 Clerical Users *

Clerical Users are individuals (whether licensed or unlicensed) under the direct supervision of an MLS Participant or Subscriber that perform only administrative and clerical tasks that do not require a real estate license or an Appraiser's certificate or license. Clerical Users may join the MLS through their employing Participant or Subscriber. The Participant shall be responsible for the conduct of the Clerical User. Clerical Users shall be linked in the system to at least one Participant. They may also be linked to a particular Subscriber. Each Participant and Subscriber shall provide the MLS with a list of all Clerical Users employed by or affiliated as independent contractors with the Participant or Subscriber and shall immediately notify the MLS of any changes, additions or deletions from the list. Clerical Users shall also be subject to the following requirements:

a. Clerical Users are given a unique passcode;

b. Clerical Users must have any fees paid in full;

c. Participant or Subscriber linked to the Clerical User may be fined, disciplined or terminated for Clerical User's misconduct;

d. Clerical Users shall sign a written agreement to abide by the rules and regulations of the MLS; and

e. Clerical Users shall complete any required orientation program of no more than eight (8) classroom hours within 30 days after access has been provided, said program to be attended in-person or through remote means.

4.4 Notification of Licensees *

Each Participant shall provide the MLS with a list of all real estate licensees or certified or licensed Appraisers employed by or affiliated as independent contractors with such Participant or with such Participant's firm and shall immediately notify the MLS of any changes, additions or deletions from the list. This list shall include any licensees under any broker associate affiliated with the Participant.

4.5 Participation Not Transferable

Participation in the MLS is on an individual basis and may not be transferred or sold to any corporation, firm or other individual. Any reimbursement of MLS fees is a matter of negotiation

between those transferring the business or determined by internal contract arrangement within the firm. However, providing the first Participant consents, the A.O.R. shall allow a firm to designate a different person as a Participant within the firm without additional initial participation fees. The A.O.R. may charge an administrative fee for this service of reassigning Participants within a firm.

4.6 Listing Broker Defined

For purposes of these MLS rules, a listing broker is a Broker Participant who is also a seller's agent in accordance with Business Professions Civil Code § 10000 et. seq. who has obtained a written listing agreement by which the broker has been authorized to act as an agent to sell or lease the property or to find or obtain a buyer or lessee. Whenever these rules refer to the listing broker, the term shall include the R.E. Subscriber or a licensee retained by the listing broker but shall not relieve the listing broker of responsibility for the act or rule specified.

4.7 Buyer Broker Defined

For purposes of these MLS rules, a buyer broker is a Broker Participant who is also a buyer's agent as defined in Business and Professions Code Section § 10000 et. seq. who acts in cooperation with a listing broker to find or obtain a buyer or lessee. The buyer broker may be the agent of the buyer or, if subagency is offered and accepted, may be the agent of the seller. Whenever these rules refer to the buyer broker, the term shall include the R.E. Subscriber or licensee retained by the buyer broker but shall not relieve that Broker Participant of responsibility for the act or rule specified.

4.8 Appraiser Defined

For purposes of these MLS rules, an appraiser is an Appraiser Participant, Appraiser Subscriber, or a licensed or certified appraiser acting for the Appraiser Participant or Appraiser Subscriber. Whenever these rules refer to the appraiser, the term shall also include the Appraiser Subscriber or a licensed or certified appraiser employed by or affiliated as an independent contractor with the firm that employs the appraiser but shall not relieve that Appraiser Participant of responsibility for the act or rule specified.

4.9 Denied Application

In the event an application for participation in the MLS is rejected by the MLS, the applicant, and his or her broker, if applicable, will be promptly notified in writing of the reason for the rejection. The broker shall have the right to respond in writing, and to request a hearing in accordance with the *California Code of Ethics and Arbitration Manual*.

4.10 Interim Training

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

necessary by the MLS to familiarize Participants and Subscribers with system changes or enhancement and/or changes to MLS rules or policies. Participants and Subscribers must be given the opportunity to complete and any mandated additional training remotely.

4.11 Subject to MLS Rules

By becoming and remaining a Participant, Subscriber or Clerical User, each Participant, Subscriber and Clerical User agrees to be subject to these MLS rules and regulations, the enforcement of which are at the sole discretion of the applicable Committee/Board of Directors.

5 MLS FEES AND CHARGES

5.1 Service Fees and Charges

The MLS Committee, subject to approval of the Board of Directors, shall establish a schedule of MLS fees applicable to the MLS, which may include the following service fees and charges:

5.1.1 Initial Participation and/or Application Fee

Applicants for MLS services may be assessed initial participation and/or application fee.

5.1.2 Recurring Participation Fee

The recurring participation fee of each Broker Participant shall be an amount times the total number of (1) the Broker Participant plus (2) the number of salespersons who have access to and use of the MLS, whether licensed as brokers or salespersons, who are employed by or affiliated as independent contractors with such Participant or the Participant's firm. If more than one principal broker in the same firm elects to be a Participant, the number of salespersons in the firm will only be used once in calculating the recurring participation fees. A Broker Participant is not obligated to pay recurring participation fees or other MLS fees and charges for real estate licensees affiliated with the Participant or the Participant's firm if such licensees work out of a branch office of the Participant or the Participant's firm that does not participate in or otherwise use the MLS.

The recurring participation fee of each Appraiser Participant shall be an amount times the total number of (1) the Appraiser Participant plus (2) the number of Appraisers who have access to and use of the MLS, who are employed by or affiliated as independent contractors with such Participant or the Participant's firm. If more than one principal Appraiser in the same firm elects to be a Participant, the number of Appraisers in the firm will only be used once in calculating the recurring participation fees. An Appraiser Participant is not obligated to pay recurring participation fees or other MLS fees and charges for licensed or certified Appraisers affiliated with the Participant or the Participant's firm if such Appraisers work out of a branch office of the Participant or the Participant's firm that does not participate in or otherwise use the MLS.

5.1.3 Listing Fee

A Broker Participant shall pay a listing fee for each listing submitted to the MLS staff for input.

5.1.4 Certification of Nonuse **

Participants may be relieved from payment under section 5.1.2 and 5.1.5 hereunder by certifying in writing to the MLS that a licensed or certified person in the office is engaged solely in activities that do not require a real estate license or certification (clerical, etc.), or that the real estate licensee or licensed or certified appraiser will not use the MLS or MLS compilation in any way. In the event a real estate licensee or appraiser is found in violation of the nonuse certification, the Participant shall be subject to all MLS fees dating back to the date of the certification. The Participant and Subscriber may also be subject to any other sanction imposed for violation of MLS rules including, but not limited to, a citation and suspension or termination of participation rights and access to the service.

5.1.5 Clerical Users

Clerical Users may be assessed application fees, computer access fees and other fees. The Participant for the clerical user shall be responsible for all such fees.

5.1.6 Other Fees

Other fees that are reasonably related to the operation of the MLS may be adopted.

5.2 Responsibility for Fees

In the event the MLS allows for direct billing or payment by a Subscriber for MLS fees, such fees shall be the primary obligation of that Subscriber regardless of whether such Subscriber becomes affiliated with a different Participant however, the Participant remains ultimately responsible for such fees. If the MLS does not allow for direct billing or payment by a Subscriber for MLS fees, such fees shall be the responsibility of the Participant with whom the Subscriber was affiliated with at the time the MLS fees were incurred. This section does not preclude in any way the ability of Participants to pursue reimbursement of MLS fees from current or past Subscribers or to establish agreements with Subscribers regarding payment or reimbursement of MLS fees.

6 REGIONAL AND RECIPROCAL AGREEMENTS

The MLS Committee may recommend, subject to the Board of Directors' approval, that the MLS enter into reciprocal or regional agreements with other Associations of REALTORS® or MLS Corporations owned solely by Associations of REALTORS® to allow the other MLS Participants and Subscribers access to the service in exchange for comparable benefits to the Participants and Subscribers of this service. In the event of such agreements, the Participants and Subscribers agree to abide by the respective rules of the other MLS's receiving and publishing a listing pursuant to such agreements and to abide by such rules when accessing the other MLS's databases.

7 LISTING PROCEDURES

7.1 Listings Subject to Rules and Regulations of the Service

Any listing filed with the service is subject to the rules and regulations of the service.

7.2 Property Already Listed by Another Agent/Broker

The MLS allows one listing per property type for a specific property. There may be situations where more than one Broker believes they have a valid listing agreement for the same property. The MLS and/or Association cannot determine the validity of claims of competing contracts. It is the responsibility of the Brokers and seller to resolve the validity question prior to entering a listing into the MLS. Entering a listing into the MLS without a valid listing agreement is a violation of MLS Rules. Failure to remove a listing from the MLS following cancelation or expiration is a violation of MLS Rules.

7.3 Types of Listings; Responsibility for Classification

The service shall accept exclusive right to sell, seller reserved, open, and probate listings in accordance with California Business and Professions Code § Sections 10018.14 through 10018.17 and Probate Code § Section 10150 inclusive that satisfy the requirements of these MLS rules. Exclusive right to sell listings that contain any named prospects exempt shall be classified for purposes of these rules as an exclusive right to sell listing but the listing broker shall notify all Participants of the prospect reservations. It shall be the responsibility of the Broker Participant and R.E. Subscriber to properly classify the type of listing, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of the listing, the listing broker certifies that the listing falls under the legal classification designated. The MLS shall have no affirmative responsibility to verify the listing type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the listing type and if the listing broker does not reclassify it accordingly, the MLS shall have the right to reject or remove any such listing that it determines falsely represents the classification of listing type. The MLS does not accept net listings.

7.3.1 Scope of Service; Limited Service Listings

Limited Service listings are listings whereby the listing broker, pursuant to the listing agreement, will

not provide one, or more, of the following services:

Provide buyer brokers with any additional information regarding the property not already displayed in the MLS but instead gives buyer brokers authority to contact the seller(s) directly for further information;

a. Accept and present to the seller(s) offers to purchase procured by buyer brokers but instead gives buyer brokers authority to present offers to purchase directly to the seller(s);
b. Advise the seller(s) as to the merits of offers to purchase;
c. Assist the seller(s) in developing communicating, or presenting counter-offers; or
d. Participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

Said Limited Service listings will be identified with an appropriate code or symbol (e.g. "LS") in MLS compilations so potential buyer brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for buyer brokers being asked to provide some or all of these services to listing broker’s clients, prior to initiating efforts to show or sell the property.

7.3.2 Scope of Service; MLS Entry-Only Listings

MLS Entry-Only listings are listings whereby the listing broker, pursuant to the listing agreement, will not provide any of the following services:

Provide buyer brokers with any additional information regarding the property not already displayed in the MLS but instead gives buyer brokers authority to contact the seller(s) directly for further information;

a. Accept and present to the seller(s) offers to purchase procured by buyer brokers but instead gives buyer brokers authority to present offers to purchase directly to the seller(s);
b. Advise the seller(s) as to the merits of offers to purchase;
c. Assist the seller(s) in developing communicating, or presenting counter-offers; or
d. Participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

Said MLS Entry-Only listings will be identified with an appropriate code or symbol (e.g. "EO") in MLS compilations so potential buyer brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for buyer brokers being asked to provide some or all of these services to listing broker’s clients, prior to initiating efforts to show or sell the property.

7.3.3 Scope of Service; Legal Obligations

The scope of service classifications set forth in these rules do not alter any obligations otherwise imposed on real estate licensees under California law, including Department of Real Estate regulations, statutory law and common law. The MLS's acceptance or publication of listings eligible for MLS submission in no way constitutes a validation that said obligations have been met.

7.4 Types of Properties; Responsibility for Classification

The MLS shall accept listings that satisfy the requirements of these rules on the following types of property:

a. Residential
b. Residential Income *(Multi-Family)*
c. Subdivided Vacant Lot *(Lots)*
d. Land and Ranch *(Farm & Ranch)*
e. Business Opportunity
f. Motel-Hotel
g. Mobile Homes (only those that may be sold by real estate licensees)
h. Mobile Home Parks
i. Commercial Income *(Commercial)*
j. Industrial

It shall be the responsibility of the Broker Participant and R.E. Subscriber to properly classify the type of property listed, and if necessary, obtain a legal opinion to determine the correct classification. By classifying the type of property listed, the listing broker certifies that the listing falls under the classification designated. The MLS shall have no affirmative responsibility to verify the property type of any listing filed with the service. However, the MLS shall have the right to have legal counsel make a determination as to the classification of the property type and if the listing broker does not reclassify it accordingly, the MLS shall have the right to reject or remove any such listing that it determines falsely represents the classification of property type of the listing. Submission of duplicate listings by the same Participant within the same property class is prohibited.

7.5 Mobile & Manufactured Definitions

In California, the difference between a mobile and manufactured home is primarily the date of construction and the federal building standards to which they were built. A mobile home was built and first sold before July 1, 1976 and is not subject to the HUD Code. A manufactured home is built to the HUD Code, which sets standards for construction, energy efficiency, and safety, and was first sold on or after July 1, 1976.

7.6 Secondary Living Space Definitions

a. **Two Homes on One Lot:** A lot that is zoned single family, that has two homes that function independently of each other and each with private access, on the same lot, that are either both exactly the same size or both different sized, but both over 1200 square feet.

b. **Home with ADU:** Two homes on the lot, both able to function independently of each other and each with private access, with one under 1200 square feet. Both homes must have a kitchen.

c. **Home with Detached Accessory Living Space:** There is a second structure with private access that has sleeping space and a bathroom, but either does not have or is not allowed to have a kitchen.

d. **Home with Multi-Generational Living Space:** One home with additional living space that provides at least a bedroom, bathroom and living space that is separate from the rest of the home. This is either inside of, or adjoining the main home and may or may not be a separate entrance.

e. **Home with a Junior ADU:** All of the criteria of a multi-generational living space but also has a kitchen or kitchenette and is less than 500 square feet.

f. **En-Suite Bathroom:** A private bathroom that is accessed from inside the adjoining bedroom.

g. **Home with Multiple En-Suite Bedrooms:** The home has more than one bedroom that is directly connected to a private bathroom.

h. **Private Bathroom:** The bathroom is at least semi-isolated with a nearby bedroom but access to the bathroom is from outside of that bedroom.

i. **Jack and Jill Bathroom:** The bathroom is shared by and adjoins two bedrooms.

7.7 Compliance with California and Federal Law

Notwithstanding any other provision of these MLS rules and regulations to the contrary, the service shall accept any listing that it is required to accept under California or federal law.

7.8 Time Frame Definitions

Unless otherwise expressly indicated, where compliance time frames set forth “days,” “days” mean calendar days; “days after” means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 p.m. on the final day; and “days prior’ means the specified number of calendar days before the occurrence of the event specified, not counting the date on which the specified event is scheduled to occur; and “business days” means the specified number of calendar days excluding Saturdays, Sundays and any federal and state holidays as defined by the United States Office of Personnel Management (www.opm.gov).

7.9 Clear Cooperation Policy

a. Notwithstanding anything in section 7.8 above to the contrary, within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

b. The listing broker must submit a listing subject to subsection (a) in the applicable status—"Active," "Coming Soon," "Temp Hold," or "Pending-Accepting Backup"—as defined in Section 10.1.

7.10 Mandatory Submission **

Within 1 business day of marketing or advertising a property to the public or within 2 days after all necessary signatures of the seller(s) have been obtained on the listing or at the beginning date of the listing as specified in the contract, whichever is later, on any exclusive right to sell or seller reserved listing agreement for the sale of one to four unit residential property and vacant lots located within the service area of the MLS, Broker Participants must input the listing to the service for cooperation with other Participants. Public marketing or advertising includes, but is not limited to, conveying or displaying any information about the property or its availability for sale through or on any: windows, signs, public facing websites, social media, brokerage or franchise operated websites (including IDX and VOW), verbal or written communications (ex: phone, email, text, social media messaging), multi-brokerage or franchise listing sharing networks, flyers or written material or on any applications or through conducting an open house available to the general public. Only those listings that are within the service area of the MLS must be input. Open listings, rental listings or listings of property located outside the MLS's service area (see Section 7.12) are not required by the service but may be input at the Broker Participant's option.

7.10.1 Co-Listings**

Only the listings of Participants and Subscribers will be accepted by the MLS. Inclusion of co-listings where the co-listing broker/agent is not a Participant or Subscriber in the MLS is prohibited.

7.11 Multiple Listing Options for Sellers: Office Exclusive Listings **

An "Office Exclusive Listings" is a listing where the seller has directed the listing to not publicly market their property and to not disseminate it through the service to other MLS Participants and Subscribers, on any exclusive right to sell or seller reserved listing agreement for the sale of one to four unit residential property and vacant lots located within the service area of the MLS. The listing broker shall submit to the service within 1 business day after all necessary signatures of the seller(s) have been obtained on the listing agreement or at the beginning date of the listing as specified in the contract, whichever is later, a certification, signed by the seller, obtained by the listing broker, stating that the seller instructs listing broker to do no public marketing or advertising (as public marketing or advertising is defined in Section 7.10), that the only scope of permissible promotion of the property will occur internally within the brokerage and consist of direct one-on-one communication between

the listing broker and licensees affiliated with the listing brokerage and their respective clients (i.e. “office exclusive”) and that the seller refuses to authorize the listing to be disseminated by the service. C.A.R. Standard Form SELM and/or RLA may be used for this certification, but in any event, said certification shall include the aforementioned required statements, disclosure about the professional relationship between the listing broker and seller, as well as an advisory to seller that, in keeping the listing off the MLS, (1) real estate agents and brokers from other real estate offices, and their buyer clients, who have access to the MLS may not be aware seller’s property is for sale, (2) seller’s property will not be included in the MLS’s download to various real estate Internet sites that are used by the public to search for property listings, (3) real estate agents, brokers and members of the public may be unaware of the terms and conditions under which seller is marketing the property, and (4) any reduction in the exposure of the property may lower the number of offers made and negatively impact the sales price. In the event listing broker commences any public marketing or advertising on an Office Exclusive Listing, submission to the MLS for dissemination is required within (1) one business day thereafter in accordance with Section 7.9. In the event Office Exclusive Listing is cancelled, modified and/or the listing is newly authorized by seller to be disseminated to the Service following previous exemption, listing broker must submit the written authorization to the Service within (1) one business day of receipt.

7.12 Service Area

The MLS’s service area shall be determined by the MLS Committee, subject to approval by the Board of Directors. If the A.O.R. has entered into regional MLS agreements or a regional MLS corporation with other MLS’s and has enlarged the service area as part of the agreement or corporation, submission of the type of listings specified in section 7.10 is mandatory for the area covered by the combined service areas of the Associations signatory to the regional MLS agreement or part of the regional MLS corporation.

7.13 Change of Listing Information **

Listing brokers shall input any change in listing information, including the listed price or other change in the original listing agreement, to the MLS within 3 business days after the authorized change is received by the listing broker. By inputting such changes to the MLS, the listing broker represents that the listing agreement has been modified in writing to reflect such change or that the listing broker has obtained other legally sufficient written authorization to make such change. MLS tracking of price change information, if any, shall be classified as “non-confidential” for the purpose of allowing Participants and Subscribers to make such information available to clients or customers pursuant to Sections 12.16.1 (Client Copies) and 19 (VOWs).

7.14 Withdrawal of Listing Prior to Expiration **

Listings of property must be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement if the listing broker has received written instructions from the seller to withdraw the listing from the MLS. Listing broker may withdraw any listing from the MLS 48 hours after providing seller with written notice of the broker’s intention to withdraw the listing based on a dispute with the seller regarding the terms of the listing agreement. The MLS may require the listing broker to provide a copy of any notice of dispute or any written instructions from the seller. Sellers do

not have the unilateral right to require the MLS to cancel any listing. However, the MLS reserves the right to remove a listing from the MLS data base if the seller can document that his or her listing agreement with the listing broker has been terminated or is invalid. Withdrawal from the MLS with the seller's consent does not relieve the obligation of the listing broker to report the sale and sales price if it closes escrow while the seller is represented by the listing broker.

7.15 Contingencies

Any contingency or condition of any term in a listing shall be specified and noticed to the Participants.

7.16 Detail on Listings Filed With the Service

All listings input into the MLS shall be complete in every detail including full gross listing price, listing expiration date, and any other information required to be included as determined by the MLS Committee and approved by the Board of Directors. For residential listings, the property address must be input into the MLS where one exists at the time the listing is filed, or the parcel identification number must be input instead if the property address is unavailable. If no address or parcel identification number is available at the time the residential listing is filed, the listing must, at a minimum, contain a legal description of the property sufficient to describe the location of the property. Listings that are incomplete shall be ineligible for publication in the MLS and subject to immediate removal.

7.16.1 Marketing Remarks, Photos and Virtual Media

Marketing (Public) Remarks, Photos and Virtual Media shall be limited to a description of the property. No contact information identifying the Listing Broker/Agent (including but not limited to name, telephone numbers or webpage addresses) regarding the listing office or listing salesperson is to be included in this section. Similarly, inducements and financing information or requirements are not permissible in the Marketing (Public) Remarks portion of the listing. (If marketing remarks included are not in violation of these Rules and do not lead back to the Broker or Lender, they are deemed permissible.)

7.17 NO COMPENSATION SPECIFIED ON MLS LISTINGS

7.17.1 No Offers of Compensation Permitted in the MLS Reporting of Compensation ****

Participants and Subscribers are prohibited from disclosing in the MLS, in any way, the amount of total commission negotiated between the seller and listing broker, or total broker compensation (i.e., combined compensation to both listing brokers and buyer brokers).

7.17.2 Removal of Listing Information by MLS ****

The MLS reserves the right to remove a listing, or any part thereof from the MLS database that does not conform to the requirements of this section.

7.17.3 Seller Offered Concessions

This rule does not prevent sellers from offering buyer concessions on the MLS so long as such concessions are not limited to or conditioned on the retention of or payment to a Buyer Broker or other buyer representative. Seller offered concessions may only be entered in the field designated for such use in the MLS database.

7.18 Consent to Act as Dual Agent

No buyer broker shall act as both an agent of the buyer and the seller without first contacting the listing broker and ascertaining that the seller has consented to such dual agency.

7.19 Lender Approval Listings (Short Sale) *

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

7.20 Broker Participant or R.E. Subscriber as Principal **

If a listing broker has any interest in property, the listing of which is to be disseminated through the service, that person shall disclose that interest on the MLS.

7.21 Multiple Unit Properties

All properties which are to be sold or which may be sold separately must be indicated individually in the MLS and will be published separately. When part of a listed property has been sold, the listing broker shall input the appropriate changes on the MLS.

7.22 Expiration, Extension, and Renewal of Listings **

Listings shall be changed to the appropriate off-market on the expiration date specified on the listing unless the listing is extended or renewed by the listing broker. The listing broker shall obtain written authorization from the seller(s) before filing any extension or renewal of a listing. Any renewals or extensions received after the expiration date of the original listing shall be treated as a new listing and will be subject to any fees applicable to new listings. At any time and for any reason, the MLS has the right to request a copy of the seller's written authorization to extend or renew a listing. If a listing broker is requested to provide a copy of such authorization and does not do so within twenty-four (24) hours of the request, the listing shall be subject to immediate removal from the MLS.

7.22.1 Extension for Protected Buyer

In the event a listing broker's listing has been cancelled or expired but an extension right for a protected buyer has been timely activated in the listing agreement and listing broker represents seller in said transaction, listing broker may be considered the "listing broker" for MLS reporting of sale as long as satisfactory documentation is presented to MLS.

7.23 Listings of Participants or Subscribers Suspended, Expelled or Resigned

7.23.1 Failure to Pay MLS Fees; Resignation

When a Participant or Subscriber is suspended or expelled from the service for failure to pay MLS fees or charges, or if the Participant or Subscriber resigns from the service, the MLS shall cease to provide services to such Participant or Subscriber, including continued inclusion of listings in the MLS compilation of current listing information. In the event listings are removed from the MLS pursuant to this section, it shall be the sole responsibility of the Participant to notify the seller(s) that the property is no longer listed in the MLS.

7.23.2 Violation of MLS Rules

When a Participant or Subscriber is suspended or expelled from the service for a violation of the MLS rules and regulations, the MLS shall cease to provide services to such Participant or Subscriber except that the listings in the MLS at the time of suspension or expulsion shall, at the suspended or expelled Participant's option, be retained in the MLS compilation of current listing information until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. In the event listings are removed from the MLS pursuant to this section, it shall be the responsibility of the Participant to notify the seller(s) that the property is no longer listed in the MLS.

7.24 No MLS Control of Commission Rates or Fees Charged by Participants

The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain any division of commissions or fees or offers of compensation between buyer Participants or between Participants and Non-Participants, or from sellers to Participants or Non-Participants.

7.25 Auction Listings *

Only auction listings which comply with these MLS Rules and Regulations may be submitted to the service. Auction listings entered into the MLS system shall have listing contracts as required under these rules, be clearly labeled as auction listings, and provide all the terms and conditions of the auction. Reserve auctions (i.e., auctions where sellers have a secret minimum price they do not disclose to the bidders and where the sellers reserve the right to accept or reject the highest bid) are not permitted on the MLS. Auction listings shall further specify the following::

a. The list price, which shall be seller’s minimum acceptable bid price;
b. The date, time and place of the auction;
c. All required procedures for Participants/Subscribers to register their representation of a potential bidder;
d. The amount of the buyer’s premium, if any;

e. The time or manner in which potential bidders may inspect the listed property;
f. Whether or not the seller will accept a purchase offer prior to the scheduled auction; and
g. Any other material rules or procedures for the auction.
h. Subsections (b) through (g) above shall not appear in a listing's public remarks.

7.26 Days on Market/Cumulative Days on Market Calculation **

The calculation of Days on Market (DOM) is based on the listing number assigned to the property by the MLS and is tied to the brokerage firm holding the listing. The calculation of Cumulative Days on Market (CDOM) is based on the Assessor's Parcel Number ("APN") until the earlier of a change of ownership or the property is not available for sale and no listing agreement is in effect for a period of 60 days or more. MLS tracking of this field, if any, shall be classified as "non-confidential" for the purpose of allowing Participants and Subscribers to make such information available to clients or customers pursuant to Sections 12.16.1 (Client Copies) and 19 (VOWs).

7.27 REO Disclosure *

Participants and Subscribers submitting foreclosure, bank owned or real estate owned ("REO") listings to the service shall disclose said status upon submission of the listing to the service.

8 DOCUMENTATION; PERMISSION; ACCURACY OF INFORMATION

8.1 Listing Agreement and Seller's Permission ***

Prior to inputting a listing to the service, the listing broker shall obtain the written agreement of the seller expressly granting the listing broker authority to: (1) file the listing with the service for publication and dissemination to those authorized by the MLS; (2) act as a representative for the seller; (3) abide by the rules of the service; (4) provide timely notice of status changes of the listing to the service; (5) provide sales information including selling price to the service upon sale of the property for publication and dissemination to those authorized by the MLS and (6) publish sales information after the final closing of a sales transaction in accordance with these MLS rules (See Section 10.1).

8.2 Listing Agreement Written Documentation **

Listing brokers filing listings with the service shall have a written listing agreement with all necessary signatures in their possession. All necessary signatures are those needed to create an enforceable listing, which generally means all named signatories to the listing agreement. In the event there are known additional property owners not made a signatory to the listing, listing broker shall disclose said fact on the service and state whether the listed seller will make the sale contingent on the consent of the additional property owners. Only listings that create a representation agreement between the seller and the Broker Participant are eligible for submission to the service. By inputting a listing to the service, Broker Participants and R.E. Subscribers represent that they have in their possession such written agreements establishing the represented type of listing agreement. The service shall have the right to demand a copy of such written listing agreements and verify the listing's existence and

adequacy at any time. The service shall also have the right to demand a copy of seller's written authorization required under these rules. If the Broker Participant or R.E. Subscriber fails to provide documentation requested by the service within 24 hours, the service shall have the right to immediately withdraw any listings from the data base in addition to disciplining the Participant and Subscriber for a violation of MLS rules.

8.3 Buyer Broker Agreement ****

All MLS Participants and R.E. Subscribers working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include: (1) a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source; (2) the amount of compensation in a manner that is objectively ascertainable and not open-ended; (3) a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and (4) a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

8.4 Buyer Broker Agreement Written Documentation

The service shall have the right to demand from an MLS Participant a copy of any written buyer broker agreement satisfying the requirements of Rule 8.3 whenever an MLS Participant or R.E. Subscriber working with the buyer tours a property listed in the MLS. If the Broker Participant or R.E. Subscriber fails to provide the agreement requested by the service within 1 day after the service's request or if the agreement provided to the service does not include all the terms required in Rule 8.3, the service shall have the right to discipline the Participant or Subscriber for a violation of MLS Rules.

8.5 Required Consumer Disclosures Regarding Compensation

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

8.6 Accuracy of Information; Responsibility for Accuracy **

By inputting information into the MLS computer database, the listing broker represents that the information input is accurate to the best of the listing broker's knowledge. The listing broker shall use good faith efforts to determine the accuracy of the information and shall not submit or input information which the listing broker knows to be inaccurate. Upon receipt of the first publication or electronic transfer by the MLS of such information the listing broker shall make all necessary corrections. The MLS merely publishes the MLS information and has no affirmative responsibility to

verify the accuracy of the MLS information. The MLS, however, reserves the right to require Participants and Subscribers to change their MLS information if the MLS is made aware of alleged inaccuracies in the MLS information and the MLS determines that such inaccuracies do in fact exist. The MLS also reserves the right to remove a listing that contains said inaccurate information from the MLS compilation of current listings should Participant or Subscriber refuse or fail to timely correct. If a Participant or Subscriber fails to make necessary or required corrections to their MLS information, the

Participant and Subscriber shall indemnify and hold harmless the service for any claims, costs, damage or losses, including reasonable attorney fees and court costs, incurred by the MLS as a result of such failure. In no event will the MLS be liable to any MLS Participant, Subscriber or any other party for any indirect, special or consequential damages arising out of any information published in the MLS and all other damages shall be limited to an amount not to exceed the MLS fees paid by the listing broker. Any use of Artificial Intelligence in connection with MLS information is also subject to Section 21.2.

8.7 Input Defined

All references or uses of the word “input” shall also include information which is submitted to the MLS for input in the MLS data base by the MLS staff, whether such information was provided to the MLS staff on a "property data form" or otherwise.

8.8 Buyer, Seller, Purchase and Sale Defined

Except as provided in Sections 7.9 and 7.10 and Sections 8.3 and 8.4, all references to the buyer shall also include lessee. All references to the seller shall also include lessor. All references to a purchase shall also include a lease. All references to a sale shall also include a lease.

9 SELLING PROCEDURES

9.1 Showings and Negotiations

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

a. The listing broker gives the buyer broker specific authority to show and/or negotiate directly with the seller, or

b. After reasonable effort and no less than 24 hours, the buyer broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by the buyer broker by giving notice to all Participants through the MLS.

In the event all showings and negotiations will be conducted solely by the seller, the listing broker shall clearly set forth such fact in the listing information published by the service.

9.2 Disclosing the Existence of Offers

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

9.3 Availability to Show or Inspect **

Listing brokers shall not misrepresent the availability of access to show or inspect a listed property. It will be a violation of this section in the event showings or tours occur on a property for which listing broker has selected a Section 10.1 status indicating that there will be no showings.

9.4 Buyer Broker as a Purchaser

If a buyer broker wishes to acquire an interest in property listed with a listing broker, such contemplated interest shall be disclosed to the listing broker prior to the time an offer to purchase is submitted to the listing broker.

9.5 Physical Presence of Participant or Subscriber. ***

A Participant or Subscriber must be physically present on the property at all times when providing access to a listed property to any and all buyers or potential buyers, unless the Seller has consented otherwise.

10 REPORTING SALES AND OTHER INFORMATION TO THE SERVICE

10.1 Statuses *

The definition of the stages of property status are set forth as follows:

"On-Market" Statuses:

Listings in on-market statuses are available for showing by the listing broker and by buyer brokers. The MLS will disseminate them to other **Participant**s, they may appear on other **Participant**s' VOW and IDX sites, and they will be included in any authorized distributions into listing "syndication" (such as REALTOR®.com).

a. Active (A): A valid listing agreement is in effect and no offer (with or without contingencies) has been accepted.

b. Pending Accepting Back-Up (U): The Seller has accepted an offer and is willing to show the property and accept back-up offers.

"Off-Market" Statuses:

Listings in off-market statuses are not available for showing by the listing broker or by other brokers. Except as provided for specific statuses, an off-market listing is disseminated to other **Participant**s and may appear in their VOWs and IDX, but the MLS does not syndicate them to other sites.

c. Coming Soon (Cs): A valid listing contract is in effect, but the seller has instructed Listing Broker not to show the property to any potential buyers for a period of time. The listing broker may nevertheless receive offers to purchase and must present them to the seller. Unlike other off-market listings, the MLS will syndicate a coming-soon listing to third-party sites (such as REALTOR®.com). A listing may be in coming-soon status for a continuous period of no more than 21 days. Once a property has been in any other status, it cannot appear in the coming-soon status again, unless its listing has been Expired or Cancelled for more than 60 days or the property is re-listed by a different brokerage firm.

d. Temp Hold (H): A valid listing agreement is in effect; however, due to reasons such as improvements, repairs, illness, guests, etc., the Seller has requested that temporarily there be no showings or marketing. (However, any incidental remaining marketing is not a violation of said status). The listing broker may nevertheless receive offers to purchase and must present them to the seller.

e. Withdrawn (W): A valid listing agreement is in effect; however, the property is no longer being marketed. The listing broker may nevertheless receive offers to purchase and must present them to the seller.

f. Pending (P): The Seller has accepted an offer and is not soliciting offers through the MLS. (However, any incidental remaining marketing is not a violation of said status). The listing broker may nevertheless receive offers to purchase and must present them to the seller.

g. Pending Lease Option (L): The Seller has accepted a Lease Option offer, and the Buyer has not acted on the option to purchase. (However, any incidental remaining marketing is not a violation of said status).

h. Cancelled (C): The listing agreement has been cancelled.

i. Expired (E): The listing agreement has expired.

j. Sold (S): Escrow has closed.

k. Leased (D): The property has been leased.

10.2 Reporting of Sales*

Listings with accepted offers shall be reported to the MLS or input into the MLS database as “pending” within 3 business days of the acceptance by the listing broker unless the negotiations were carried on under Section 9.1 (a) or (b), in which case, the buyer broker shall notify the listing broker of the “pending” status within 3 business days after acceptance, whereby the listing broker shall then report or input the status change to the MLS within 3 business days of receiving notice from the buyer broker. The listing shall be published on the MLS as pending with no price or terms prior to the final closing. Upon final closing, the listing broker shall report or input the listing in the MLS as “sold” and report the selling price within 3 business days of the final closing date unless the negotiations were carried on under Section 9.1 (a) or (b), in which case, the buyer broker shall notify the listing broker of the “sold” status and selling price within 3 business days after the final closing date, whereby the listing broker shall then report or input the status change and selling price to the MLS within 3 business days of receiving notice from the buyer broker. Listings which were not input into the MLS as a result of the seller’s instructions may be input into the MLS “sold” data at the listing broker’s

option. Additionally, an MLS may accept the reporting of sales information solely for comp purposes about other properties which were not otherwise eligible for input into the MLS but are located in the MLS's primary geographic service area and "sold" by a MLS participant and/or subscriber who represented the underlying property owner (i.e. broker who represented the seller or broker who represented the buyer), as long as such reporting is authorized by the underlying property owner to the broker who represented it, (documentation of which must be presented to MLS, if requested by the MLS), and the circumstances of the representation are disclosed on the Service by the reporting participant or subscriber. Any discretionary submission of sales information must occur within 30 days after close of escrow.

10.3 Reporting of Sales: Request for revision to sale

Participating Brokers have 30 calendar days after the final reporting of sold status to request changes to documenting of agents/brokers that have participated in the sale. Proper written documentation must be supplied to MLS.

10.4 Removal of Listings for Refusal/Failure to Timely Report Status Changes

The MLS is authorized to remove any listing from the MLS compilation of current listings where the Participant or Subscriber has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the Participant and/or Subscriber shall be advised of the intended removal so the Participant and/or Subscriber can advise his or her client(s).

10.5 Reporting Cancellation of Pending Sale *

The listing broker shall report immediately to the service the cancellation of any pending sale and the listing shall be reinstated immediately as long as there is still a valid listing.

10.6 Refusal to Sell

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

11 OWNERSHIP OF MULTIPLE LISTING SERVICE COMPILATIONS AND COPYRIGHTS;DATA RIGHTS AND RESPONSIBILITES OF THE SERVICE

11.1 MLS Compilation Defined

The term "MLS compilation" includes, but is not limited to, the MLS computer data base and all data and content therein, including but not limited to photographs, images (including maps), graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, statistics and other details or information related to listed property, all printouts of data and content from the MLS computer database, and all MLS publications. The MLS Compilation is protected by applicable intellectual property laws. Terms applicable to Artificial Intelligence uses of the MLS compilation are defined in Section 21.1.

11.2 Active Listing MLS Compilation Defined

"Active Listing MLS Compilation" shall mean that portion of the MLS compilation which includes listings currently for sale and all other indexes and other information relating to the current listing information.

11.3 Comparable Data MLS Compilation Defined

"Comparable data MLS compilation" shall mean that portion of the MLS compilation that includes the off-market data, sold and appraisal information regarding properties that are not currently for sale and all indexes and information relating to the sold information compilation.

11.4 Authority to Put Listings in MLS Compilation *

By submitting any property listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, renderings or any other representation, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to the MLS or inputting listing information into the MLS compilation, Participants and Subscribers represent and warrant that they have been authorized to grant license and also thereby do grant authority for and license the A.O.R./MLS to include the property listing content in its copyrighted MLS compilation. By submitting any property listing content to the MLS, Participants and Subscribers represent and warrant that they have been authorized to report information about the sales, price and terms of a listing, have authority to grant and also thereby do grant authority for the A.O.R./MLS to include the sold information in its copyrighted MLS

11.5 Photographs/Images on the MLS *

By submitting photographs/images, including but not limited to photographs, images, graphics, audio and video recordings, virtual tours, drawings, renderings or any other representations (collectively referenced in these Rules as photographs and or images) to the MLS, the Participant and/or Subscriber represents and warrants that he or she either owns the right to reproduce and display such photographs or has procured such rights from the appropriate party, and has the authority to grant and hereby grants the MLS and the other Participants and Subscribers the right to reproduce and display the photographs in accordance with these rules and regulations. Use of photographs by a subsequent listing agent requires prior written authorization from the originating listing agent or other appropriate party with the legal right to reproduce and display such photographs. Except by the MLS for purposes of protecting its rights under Section 11.6, branding of photographs, and or images, including but not limited to photos displaying “for sale” signs posted on the property, is prohibited. At least one (1) front exterior photograph or image accurately displaying the listed property (except where sellers expressly direct that photographs of their property not appear in MLS compilations) is required to be posted on the MLS within 3 business days of submission of the listing in all categories other than business opportunity. The MLS reserves the right to remove any non-compliant photographs and or images from MLS display should Participant or Subscriber refuse or fail to bring said photographs and or images into compliance with the requirements of this rule after being notified and instructed to correct by the MLS. Photo exclusion must be submitted to the MLS within 2 days of submission of the listing. If photograph of the property is not permitted by the seller, upon submission of written photo exclusion request, listing agent is required to upload FMLS approved image to the listed property.

11.5.1 Digitally Altered Images *

A Participant or Subscriber who submits any digitally altered image must also (i) submit the original, unaltered version of the digitally altered image, (ii) ensure that the original, unaltered version is displayed immediately before or after the digitally altered image, and (iii) ensure that the digitally altered image is marked in a reasonably conspicuous manner as “altered,” “digitally altered,” “AI altered,” or some accurate substantially similar term. Use of AI to alter images is subject to Section 21.3.

11.6 Copyright Ownership

All right, title, and interest in each copy of every MLS compilation created and copyrighted by the AO.R., and in the copyrights therein, shall at all times remain vested in the A.O.R. The A.O.R. shall have the right to license such compilations or portions thereof to any entity pursuant to terms agreed upon by the Board of Directors. Nothing in Section 21 alters the ownership of the MLS compilation or the copyrights therein.

11.7 Licensing of MLS Compilations

Each Participant shall be entitled to license from the A.O.R. the number of copies of each MLS compilation of active listing and comparable data information sufficient to provide the Participant and Subscriber with one copy of such MLS compilation. Participants and Subscribers shall acquire by such license only the right to use the MLS compilations in accordance with these rules. Clerical Users may have access to the information solely under the direction and supervision of the Participant or Subscriber. Clerical Users may not provide any MLS compilation or information to persons other than the Participant or the Subscriber under whom the clerical user is registered.

11.8 Database Preservation

No data may be removed from the MLS compilation other than by the service. Although a listing may be removed from display in the MLS compilation of current listing information, all data submitted to the MLS will remain in the database for historical and other purposes approved by the service (unless the service itself removes said data in accordance with other provisions of these rules). Deletion required under Section 21.5 applies to copies or derived data held by an AI Vendor and does not require removal of information from the MLS compilation.

11.9 Removal of and Responsibility for Content

The MLS has the right, but not the obligation, to reject, pull down, restrict publication of, access to or availability of content the MLS in good faith considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, unlawful or otherwise objectionable. Participants and Subscribers remain solely responsible and liable for the content they provide. In no case will any monitoring or removal of Participants' or Subscribers' content by the MLS make it responsible or liable for such content. Use of Artificial Intelligence in creating, processing, or presenting content is also subject to Section 21.2.

11.10 Indemnification; Limitation of Liability

Participant and Subscriber shall indemnify and hold harmless the service for any claims, costs, damage or losses, including reasonable attorney fees and court costs, incurred by the MLS resulting from or arising out of any content Participant and/or Subscriber submit to or in any way wrongfully reproduce from the Service. In no event will the MLS be liable to any MLS Participant, Subscriber or any other party for any indirect, special or consequential damages arising out of any information published in the MLS and all other damages shall be limited to an amount not to exceed the MLS fees paid by the listing broker.

11.11 Data Privacy

By participation in the service, Participants and Subscribers represent and warrant that they have given all lawfully required privacy notices and opt-out rights to their respective seller and buyer clients whose personal information, as defined in the California Consumer Privacy Act ("CCPA"), may be submitted or included in the MLS compilation. C.A.R. Standard Form CCPA may be used to satisfy the notice requirements set forth in this rule, but if an alternate document is used. It must show that required privacy notices and opt-out rights have been given. All Participants and Subscribers are required to comply with this rule's notice requirements regardless of whether they are considered a "business" or "third party" or otherwise under the CCPA. The service shall have the right to demand a copy of written verification that such lawfully required privacy notices and opt-out rights have been given at any time. If the Participant or Subscriber fails to provide documentation requested by the service within 1 day after the service's request, the service shall have the right to immediately withdraw any listings from the data base in addition to disciplining the Participant and Subscriber for a violation of MLS rules. Any processing of MLS data through Artificial Intelligence or by an AI Vendor is also subject to Sections 21.2, 21.4, and 21.5.

> *[**DISCLAIMER AND IMPORTANT ADVISORY NOTE: As already outlined in the Introductory section outlining the revisions in this current set of Model MLS Rules, the CCPA will present additional ongoing compliance challenges for the industry – adoption of these rules alone do not resolve everything. In particular, an MLS which meets the definition of a covered "Business" under the CCPA will have burdens beyond those which can be addressed by these Model Rules changes and should work with counsel to establish an overall system for compliance. A specific area of note regarding the rule above that appears in the proposed Attorney General Regs {999.305(d)} (which are not yet final at the time of publication of this Model Rule set) would additionally require an MLS that is a covered Business to obtain a signed attestation from the source of consumer personal information, meaning from the participant or subscriber submitting consumer's personal information, that the consumer was given the pre-collection notice along with a copy of the notice (ex: in addition to the requirements outlined in 11.11 above, provide an "I attest" signing function for submitting agent with a means to attach a copy of said notice given); such attestations would have to be retained for 2 years.**]*

In the event the MLS receives a consumer opt-out or deletion request, the MLS reserves the right to remove or delete personal information as may be, in its discretion, necessary to satisfy or otherwise accommodate the CCPA. The MLS's obligation to do so will vary given the circumstances and the extent to which the MLS is covered by the CCPA, thus the MLS also reserves the right to reject what it determines are unfounded or nonmandated opt-out or deletion requests, if any.

11.12 Pursuing Complaints of Unauthorized Use of Listing Content ***

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

a. Notice. Any Participant or Subscriber who believes another Participant or Subscriber has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized

content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No Participant or Subscriber 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 the MLS rules.

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

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

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

11.13 Participant Access and Entitlement to Their Own Listing Information; Data Portability

The Service must, upon request, promptly provide a Participant (or the Participant's designee) a data feed containing, at minimum, all active MLS listing content input into the MLS by or on behalf of the Participant and all of the Participant's off-market listing content available in the MLS system. The delivery charges for the Participant's listing content shall be reasonably related to the actual costs incurred by the MLS. The data feed must be in compliance with the prevailing RESO (Real Estate Standards Organization) standards required by NAR MLS Policy. The Service will not limit the use of the Participant's listing content by the Participant of the Participant's designee.

11.14 Data Feed Available to Participants

The service must offer a Participant a single data feed in accordance with a Participant's licensed authorized uses. At the request of a Participant, the service must provide the single data feed for that Participant's licensed uses to that Participant's designee. The designee may use the single data feed only to facilitate that Participant's licensed uses on behalf of that Participant. Use of a data feed for AI Data Processing or through an AI Vendor is also subject to Sections 21.4 and 21.5.

11.15 Brokerage Back Office Data Feed

The service must provide to Participants the Brokerage Back Office Data for use subject to the terms below:

"Brokerage Back Office Data" means all real property listing and roster information in the MLS database, including all listings of all Participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing Participant), and (ii) fields and content to which MLS does not have a sufficient license

for use in the Brokerage Back Office Feed.

Participant and Subscribers affiliated with the Participant can use the Brokerage Back Office Feed data for the following purposes:

- Brokerage management systems that only expose Brokerage Back Office Data to the Participant and Subscribers affiliated with the Participant.
- Customer relationship management (CRM) and transaction management tools that only expose the Brokerage Back Office Data to the Participant, Subscribers affiliated with the Participant, and their bona fide clients as established under state law.
- Agent and brokerage productivity and ranking tools and reports that only expose Brokerage Back Office Data to the Participant and Subscribers affiliated with the Participant.
- Marketplace statistical analysis and reports in conformance with NAR MLS Policy Statement 7.80, which allows for certain public distribution.

Brokerage Back Office Data use may only be made by the Participant and any Subscriber affiliated with the Participant, except that at the request of a Participant, the MLS must provide Brokerage Back Office Data to that Participant's designee. The designee may use the Brokerage Back Office Data only to facilitate the Brokerage Back Office Data use on behalf of that Participant and its affiliated Subscribers.

There is no option for Participants to opt out their listings from the Brokerage Back Office Data feed use as defined.

The service may impose reasonable licensing provisions and fees related to a Participant's license to use the Brokerage Back Office Data. The service may require the Participant's designee to sign the same or a separate and different license agreement from what is signed by the Participant. Use of Brokerage Back Office Data for AI Data Processing or through an AI Vendor is also subject to Sections 21.4 and 21.5.

11.16 Prohibition on Creating a Platform for Making Offers of Compensation from Multiple Brokers

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

12 PROHIBITIONS AND REQUIREMENTS

12.1 Notification of California Department of Real Estate (DRE) or California Bureau of Real Estate Appraisers (BREA) Action ***

Participants and Subscribers are required to notify the MLS within 24 hours of any final action taken

by the DRE or the OREA against the Participant, Subscriber or any licensee affiliated with the Participant or Subscriber including, but not limited to any final decisions restricting, suspending or revoking a real estate license or Appraiser's certification or license of a Participant, the Participant's firm or corporation under which the Participant or Subscriber acts, or any licensee affiliated with the Participant or the Participant's firm or licensee or Appraiser who was affiliated with the Participant or Participant's firm at the time of the underlying act.

12.2 Violations of the Law

If a Participant, Subscriber, Appraiser or a licensee affiliated with a Participant or Subscriber commits a felony or a crime involving moral turpitude or violates the Real Estate Law or the laws relating to Appraisers, the Participant and Subscriber shall be in violation of this section. However, a Participant or Subscriber shall not be found to have violated this section unless the Participant, Subscriber, Appraiser or salesperson licensed to the Participant has been convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of (1) a felony, or (2) a crime involving moral turpitude, or (3) on a determination by any court of competent jurisdiction, or official of the State of California authorized to make the determination, that the Participant or Subscriber violated a provision of the California Real Estate Law or a Regulation of the Real Estate Commissioner or law relating to Appraisers.

12.3 Supervision of Licensees and Appraisers

In addition to the notification requirements of paragraph 12.1, a Participant may not allow any licensee, under the Participant's license, whose license has been revoked, suspended or restricted by the DRE to use the MLS in any manner while the DRE discipline is in effect except that the licensee may use the MLS under a restricted license providing such use is consistent with and does not violate such license restrictions.

12.4 Solicitation of Listing Filed With the MLS

Participants and Subscribers shall not solicit a listing filed with the service unless such solicitation is consistent with Article 16 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations. The purpose of this section is to encourage sellers to permit their properties to be filed with the service by protecting them from being solicited through unwanted phone calls, visits and communications, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration. This section is also intended to encourage brokers to participate in the service by assuring them that other Participants and Subscribers will not attempt to persuade the seller to breach the listing agreement or to interfere with the listing broker's attempts to market the property. This section does not preclude solicitation of listings under circumstances otherwise permitted under Article 16 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations.

12.5 Misuse of Remarks *

Misuse of Remarks. Information in the public remarks shall only relate to the marketing, description and condition of the property. Offers of buyer concessions that comply with Section 7.17 are permitted; however, no offers of concessions directly relating to the retention of or payment to a Buyer Broker or other buyer representative are permitted in remarks. No contact information is

permitted, including names, phone or fax numbers, email addresses or website addresses (including virtual tours and transaction tracking URLs). No showing instructions are permitted, including references to lockbox, alarm, gate or other security codes, or the occupancy of the property (a statement that the property shall be delivered vacant is not a violation of this section). No information directed toward real estate agents or brokers may be shown in public remarks. No information other than the marketing, description and condition of the property is permitted. Participants and Subscribers may not use the remarks in a property data profile sheet or listing submitted to the MLS or inputted directly into the MLS database for purposes of disparaging other real estate agents or conveying information about other offices or for conveying any other information that does not directly relate to the marketing of the listing. By submitting remarks to the MLS, Participant and/or Subscriber represents and warrants he or she has the authority to grant, and hereby grants the MLS and the other Participants and Subscribers the right to reproduce and display the remarks in accordance with these rules. Copying of remarks by a subsequent listing agent for use in his or her own listing requires prior written authorization from the originating listing agent or other appropriate party with the legal right to reproduce and display such remarks.

12.5.1 Withdrawal of Listings in Violation

The Listing Agent of Broker Participant shall have five days to rectify any violation or misuse of a publicly viewable field in the database. After written notice from the MLS of a violation or misuse of said fields. If the Broker Participant or Listing Agent fails to make the necessary modifications, the MLS shall make the modifications and/or withdraw the listing from the database

12.5.2 Remarks - Listing Content and Fair Housing

All listing information, including all remarks, submitted to the MLS must be in compliance with fair housing laws. The MLS monitors listing content and employs a process for identifying potential violations of fair housing laws. Should potential fair housing law violations be identified, Participants and Subscribers will be advised to immediately remove or correct such potential violations. Failure to remove or correct may subject Participants and Subscribers to discipline and/or subject the listing to immediate removal from display.

12.6 "For Sale" Signs

Only the "For Sale" signs of the listing broker may be placed on the property.

12.7 "Sold" Signs and Use of the Term "Sold." *

Only Broker Participants or R.E. Subscribers who participated in the transaction as the listing broker or buyer broker may claim to have “sold” the property. Prior to closing, a buyer broker may post a “sold” sign on a property only with the consent of the listing broker. This section does not, however, prohibit any broker from advertising the addresses and prices of the properties that have sold in a neighborhood after the information regarding the properties has been published as long as the advertisement does not imply the agent was involved in the transaction unless such is the case and as long as the advertisement otherwise presents a “true picture” as is meant under Article 12 of the N.A.R. Code of Ethics, its Standards of Practice and its Case Interpretations.

12.8 "Sold" Signs Removal

All For Sale signs to be removed from the property 7 days after close of escrow or sold, cancelled, withdrawn, expired, leased status.

12.9 Advertising of Listing Filed with the MLS *

A listing shall not be advertised by any Participant or Subscriber, other than the listing broker, without the prior consent of the listing broker except as provided in Section 12.16 and 19 relating to display of listings on the internet.

12.10 Limitations on Use of Association or MLS Information in Advertising *

Except as provided in Sections 12.7, 12.9, 12.11 and 12.15, truthful use of information from the MLS compilation of current listing information, from the A.O.R.'s "statistical report," or from any "sold" or "comparable" report of the A.O.R. or MLS for public mass media advertising by an MLS Participant or Subscriber or in other public representations for purposes of demonstrating market share is not prohibited. However, any print or non-print forms of advertising or other forms of public representations must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice in a manner readily visible to consumers but not less than 7pt type:

Based on information from the Fresno Association of REALTORS® (alternatively, from the Fresno MLS) as of_____(date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

12.11 False or Misleading Advertising and Representations; True Picture Standard of Conduct **

Participants and Subscribers may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the Participant's or Subscriber's relationship to the service, about the service itself, or about any property listed with the service. Participants and Subscribers may 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. Use of Artificial Intelligence in advertising or representations is also subject to Section 21.2.

MLS Participants and Subscribers shall present a true picture in their advertising and representations to the public, including internet content, images and the URLs and domain names they use, and Participants and Subscribers may not:

a. engage in deceptive or unauthorized framing of real estate brokerage websites;
b. manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
c. deceptively use meta-tags, keywords or other devices/methods to direct, drive, or divert

Internet traffic.

d. present content developed by others without either attribution or without permission; or otherwise mislead consumers, including use of misleading images.

12.12 Use of MLS Information ***

In recognition that the purpose of the MLS is to market properties to and foster cooperation with other Broker Participants and R.E. Subscribers for the sole purpose of selling the property, and that sellers of properties filed with the service have not given permission to disseminate the information for any other purpose, Participants and Subscribers are expressly prohibited from using MLS information for any purpose other than to market property to bona fide prospective purchasers or to support market evaluations or appraisals as specifically allowed by Sections 12.14, 12.15, and 12.16 and 19. Any use of MLS information inconsistent with these Sections is expressly prohibited. Nothing in this section, however, shall limit the A.O.R. from entering into licensing agreements with MLS Participants and Subscribers or other third parties for use of the MLS information. Use of MLS information through Artificial Intelligence or AI Data Processing is also subject to Section 21.

12.13 Confidentiality of MLS Information ***

Any information provided by the service to the Participants and Subscribers shall be considered and treated as confidential by Participants and Subscribers and shall be for the exclusive use of the Participants and Subscribers for purposes described in Sections 2, 12.7, 12.11, 12.15, 12.16, 12.17, 19 and this section. Participants and Subscribers shall at all times maintain control over and responsibility for each copy of any MLS compilation leased to them by the A.O.R. and shall not distribute any such copies to persons other than Participants and Subscribers. Participants and Subscribers are responsible for the security of their pass-codes and shall not give or allow use of or make available their pass codes to any person. Participants and Subscribers may reproduce or display the information as provided in these rules. Notwithstanding the foregoing, AI Data Processing and access by an AI Vendor are permitted only as provided in Sections 21.4 and 21.5.

12.13.1 Clerical Users ***

Clerical Users may have access to MLS information solely under the direction and supervision of the Participant or Subscriber. Clerical Users may not provide any MLS information to persons other than the Participant or Subscriber under whom they are registered. Access by Clerical Users to the data base is solely for clerical and administrative functions for the Participant or Subscriber under whom the clerical user is registered.

12.14 Access to Comparable and Statistical Information

A.O.R. members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the service, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including “comparable” information, “sold” information, and statistical reports. This information is provided for the exclusive use of A.O.R. members and individuals affiliated with A.O.R. members who are also engaged in the real estate

business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in these rules and regulations.

12.15 Display

Subject to Sections 12.16, and 12.17 and 19, Broker Participants and R.E. Subscribers shall be permitted to display the MLS compilation in either electronic or printed format to specifically identified and bonafide prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said MLS compilation. Broker Participants and R.E. Subscribers shall be permitted to display the MLS compilation in either electronic or printed format to specifically identified and bonafide sellers or prospective sellers only in conjunction with their ordinary business activities in listing properties. Broker Participants and R.E. Subscribers must not filter out or restrict MLS listings that are communicated to customers or clines based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. Appraiser Participants and Appraiser Subscribers shall be permitted to display the MLS compilation to the person requesting the appraisal only in conjunction with their ordinary business activities of producing a written appraisal. Such displays under this section shall be only in the immediate presence of the MLS Participant or Subscriber. Any AI-Facilitated Display of MLS information is also subject to Section 21.3.

12.15.1 Clerical Users ***

Clerical Users are expressly prohibited from displaying or distributing MLS information to anyone other than the Participant or Subscribers under whom the clerical user is registered.

12.16 Reproduction ***

"Reproduction" shall include, but not be limited to, making photocopies, computer printouts, electronic transfers (including email), or downloading of MLS data or compilations. Any reproduction, transfer, downloading, caching, indexing, or storage undertaken as part of AI Data Processing or by an AI Vendor is also subject to Sections 21.4 and 21.5. Participants and Subscribers or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof except as provided in Section 12.17, 19 and in the following limited circumstances:

12.16.1 Copies to Prospective Purchasers *

Broker Participants and R.E. Subscribers may reproduce from the MLS compilation, and distribute to prospective real estate purchasers, copies of those portions of the MLS compilation consisting only of non-confidential fields. Such “client copies” shall also comply with the following:

Permissible MLS data may be augmented with additional data not otherwise prohibited from display, provided the source of any additional data is clearly identified.

All listings provided shall identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

No more than 500 current listings and 500 sold listing may be provided in response to any inquiry.

A disclaimer statement shall be made in a manner readily visible to consumers but not less than 7pt type, that contains the following, or substantially similar, notice:

Based on information from the Fresno Association of REALTORS® (alternatively, from the Fresno MLS) as of_____(date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

12.16.2 Information Prohibited from Reproduction/Confidential Fields ***

Unless the Participant or Subscriber obtains prior written consent from the listing broker, the information reproduced pursuant to this section shall not include the following:

a. Property owner's name, phone number, and address (if different than the listed property);
b. Instructions or remarks intended for buyer brokers, including but not limited to showing instructions or security references (ex: lock box, burglar alarm or security system, vacancies) regarding the listed property;
c. Type of listing;
d. Expired, or withdrawn listings;
e. Other confidential fields

12.16.3 Copies for Appraisals

Participants and Subscribers may reproduce from the MLS compilation, and attach to an appraisal as supporting documentation copies of those portions of the MLS compilation consisting only of such information on properties necessary to support a written appraisal or estimate of value on a particular property.

12.16.4 Downloading into Computers ***

Participants and Subscribers may download MLS information into a computer or computer system as long as:

Access to the computer or computer system receiving the information is strictly limited to authorized Participants, Subscribers and Clerical Users as defined in these rules; and

The information is only retransmitted to the Participants, Subscribers and Clerical Users authorized to access the computer or computer system by these rules; and

The information is not reformatted or used to create another product except as may be used by the Participant or Subscriber who downloaded the data and such use strictly complies with sections 12.7, 12.11, 12.16, and 12.17 and 19. Downloading or storing MLS information for AI Data Processing or use by an AI Vendor is also subject to Sections 21.4 and 21.5.

12.16.5 Sold Information

Individuals legitimately in possession of current listing information, “sold” information, “comparables” or statistical information may utilize such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations

12.17 Use of Listing Information on Internet [Also known as Internet Data Exchange (“IDX”)] **/***

“Internet Data Exchange” (“IDX”) is a means by which listing brokers permit limited electronic display of their active, pending and sold listing data, in accordance with the IDX rules set forth herein, by other participating Broker Participants and R.E. Subscribers via the following authorized mediums under said Broker Participants and R.E. Subscribers control: websites, mobile apps and audio devices. As used throughout this policy, “display” includes “delivery” of such listings. Any use of Artificial Intelligence in connection with an IDX display is also subject to Sections 21.3, 21.4, and 21.5.

a. **Authorization:** Subject to paragraphs (b) through (s) below, and notwithstanding anything in these rules and regulations to the contrary, Broker Participants and R.E. Subscribers may electronically display aggregated MLS active, pending and sold listing information through either downloading or by framing such information on the MLS or association public access website (if such a site is available). The MLS’s download will include publicly accessible sold listing data starting from January 1, 2012. “Publicly accessible” sold information as used in the IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records.

b. **Consent:** Participation in IDX is available to all MLS Participants who consent to display of their listings by other Participations. The listing brokers’ consent for such internet display is presumed, in satisfaction of Rule 12.10, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display on either on a blanket or on a listing-by listing basis. Listing brokers that refuse to permit other Broker Participants or R.E. Subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers’ listings. Even where listing brokers have given blanket authority for other Broker Participants and R.E. Subscribers to partake in IDX display of their listings, such consent may be withdrawn on a

   listing-by-listing basis where the seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution.

c. **Control:** Broker Participants and R.E. Subscribers may only partake in IDX display on websites and applications for mobile devices which they control. Under IDX policy, “control”

means that Broker Participants and R.E. Subscribers must have the ability to add, delete, modify and update information as required by the IDX policy. All displays of IDX listings must also be under the actual and apparent control of the Broker Participant and/or R.E. Subscriber, and must be presented to the public as being that Broker Participant's and/or R.E. Subscriber's display. Actual control requires that Broker Participants and R.E. Subscribers have developed the display, or caused the display to be developed for themselves pursuant to an agreement giving the Broker Participant and/or R.E. Subscriber authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer receiving the Broker Participant's and/or R.E. Subscriber's display will understand the display is the Broker Participant's and/or R.E. Subscriber's, and that the display is controlled by the Broker Participant and/or R.E. Subscriber.

d. **Display Content:** Broker Participants and R.E. Subscribers shall not display confidential information fields, as determined by the MLS in the MLS's sole discretion, such as that information intended for buyer brokers rather than consumers.

e. **Listing Attribution:** All IDX listing displays shall identify the name of the listing firm, and the email or phone number provided by the listing Participant, and the name of the listing agent in a manner designed to easily identify such listing firm or agent. Such identification shall be in a reasonably prominent location and provide clear, conspicuous written or verbal identification of the name of the listing firm and listing agent, and the email or phone number provided by the listing Participant. Displays of minimum information (e.g. a one-line or thumbnail search result, 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. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

f. **Modifications and Augmentations:** Broker Participants and R.E. Subscribers shall not modify or manipulate information relating to other participants listings. Broker Participants and R.E. Subscribers may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display as 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.

g. **Source and Update:** Information displayed shall indicate the source of the information being displayed and the most recent date updated. Displays of minimum information (e.g. a one-line or thumbnail search result, 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. Broker Participants and R.E. Subscribers shall update all downloads and refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every12 hours;

h. **Usage Limitations:** Broker Participants and R.E. Subscribers shall indicate on their displays that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be

interested in purchasing. Displays of minimum information (e.g. a one-line or thumbnail search result, 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. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

i. **Display Purpose**: Broker Participants and R.E. Subscribers may not use IDX-provided listings for any purpose other than display as provided in these rules. This does not require Broker Participants and R.E. Subscribers to prevent indexing of IDX listings by recognized search engines.

j. **Restricted Display**: Listings, including property addresses, can be included in IDX display except where sellers have directed their listing brokers to withhold their listing or the listings’ property address from display on the Internet (including, but not limited to, publicly–accessible websites or VOWs)

k. **Selective Listing Display:** Not all listings from the MLS must be displayed as long as any exclusions from display on Broker Participants' and R.E. Subscribers’ IDX sites are based on objective criteria, e.g. type of property, listed price, listing status or geographical location. Selection of listings displayed on any IDX site must be independently made by each Participant.

l. **Restricted Access and Distribution:** Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. 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.

m. **Brokerage Identification:** Any IDX display controlled by a Broker Participant or R.E. Subscriber must provide clear conspicuous written or verbal identification of the name of the brokerage firm under which they operate.

n. **Third Party Comments and Automated Value Estimates:** Any IDX display controlled by a Broker Participant or R.E. Subscriber that (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to the seller’s listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Broker Participants’ and R.E. Subscribers’. Except for the foregoing and subject to subsection (o) below, a Broker Participant’s or R.E. Subscriber’s IDX display may communicate the Broker Participant’s or R.E. Subscriber’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

o. **Making Corrections:** Broker Participants and R.E. Subscribers shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of any data or

information that is added by or on behalf of Broker Participants and R.E. Subscribers beyond that supplied by the MLS and that relates to a specific property. Broker Participants and R.E. Subscribers shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the Broker Participants and R.E. Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

p. **Search Result Limitation:** Broker Participants are R.E. Subscribers shall limit the number of listings that a viewer may view, retrieve, or download to not more than 500 in response to any inquiry.

q. **Advertising:** 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 Broker Participant's and/or R.E. Subscriber's logo and contact information is larger than that of any third party.

r. **Disclaimer:** Broker Participants and R.E. Subscribers shall indicate on their displays, in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar, notice:

Based on information from the Fresno Association of REALTORS® (alternatively, from the Fresno MLS) as of_____(date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

Displays of minimum information (e.g. a one-line or thumbnail search result, text messages, "tweets", etc of two hundred (200) characters or less) are exempt from this 42 requirement but only when linked directly to a display that includes the required disclosure. Audio delivery of listing content is exempt from this disclosure requirement only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

12.17.1 Notification by Authorized Participants and Subscribers

Broker Participants and R.E. Subscribers partaking in the display of IDX information of other brokers' listings pursuant to Section 12.17 must notify the MLS before displaying said IDX information and must give the MLS direct access as well as allow access for other MLS Participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

12.17.2 Right to Charge for Download

The MLS has the right to charge the costs of adding or enhancing its downloading capacity to Broker Participants and R.E. Subscribers who request downloading of listing information pursuant to Section 12.16.

12.17.3 Listing Broker's Right to Opt Out of Internet Advertising of MLS Information

If the A.O.R. advertises MLS information on the Internet or licenses MLS information for advertising on the Internet, the listing broker shall have the right to opt out of such advertising in accordance with the MLS's procedures for opting out. The listing broker also shall have the right to refuse to have listings displayed on a blanket basis or on a listing-by-listing basis in accordance with Section 12.17 by affirmatively notifying the MLS in accordance with the MLS procedures for opting out. Notwithstanding any thing in these rules and regulations to the contrary, the A.O.R. reserves the right to determine whether to provide Internet advertising services and whether such services are to be made available to non-A.O.R. members.

12.18 Website Name and Status Disclosure

MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of Subscribers affiliated with a Participant's firm shall disclose the firm's name and the Subscriber's state(s) of licensure in a reasonable and readily apparent manner.

12.19 Use of the Terms MLS and Multiple Listing Service

No MLS Participant or Subscriber shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants and Subscribers shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

13 LOCKBOXES

13.1 Eligibility for Lockboxes

MLS Participants and Subscribers are eligible for lockbox privileges if they otherwise qualify under this section. Clerical Users are not eligible for lockbox privileges. MLS Participants and Subscribers shall be eligible to hold a lockbox key provided:

a. The key holder signs a lease agreement with the MLS.

b. The Participant to which the key holder is licensed cosigns the lease agreement with the MLS.

c. The key holder continues to comply with all MLS rules relating to lockbox keys.

d. The key holder and Participant to whom the key holder is licensed remain eligible for MLS services.

13.2 Key Use and Service ***

Keys may not be used under any circumstances by anyone other than the key holder, including, but

not limited to, lending, borrowing or sharing keys with other Subscribers. The MLS is not obligated to provide service on keys or lock boxes to individuals who are not the registered lessee or owner of the component. Keys may only be used for the purpose of facilitating the sale or lease of a listed property.

13.2.1 Use of Lockbox Contents ***

Participants and Subscribers shall at all times follow the showing instructions published in the MLS. Participants and Subscribers shall not remove contents of the lockbox for purposes other than showing the home and shall promptly return the contents to the lockbox upon exiting the property. Participants and Subscribers shall keep lockbox contents in their possession at all times after removal from the lockbox. The lockbox and/or contents shall not be removed from the property site without prior consent from the listing agent.

13.2.2 Lockbox Type Requirements **

If any lockbox or other device giving access to On Market listed property for real estate professionals and/or service providers is authorized by the seller and/or occupant and is placed on or present on property listed through the Service, such lockbox or device must be one that is approved by the MLS where the listing has been submitted. More than one lockbox or access device may be used on a property as long as one of them is the MLS-approved lockbox where the listing is submitted.

Listing broker must provide reasonable and timely access with ANY information, ie: entry code, showing instructions or key needed to access the contents of the lockbox or device to be made available within 4 hours of initial contact every day from the hours of 8am to 6pm. Combination or access codes shall not be published in the MLS. Failure to provide reasonable and timely access as required by this section will subject the listing agent to discipline and potential fines.

13.2.3 Temporary Keys

If the MLS uses electronic lockbox programmers or keypads, a Participant may purchase or lease additional programmers or keypads (the “Responsible Keyholder”) to be issued on a temporary basis to other key holders in the Participant’s firm in the event their programmer or keypad becomes non-functional outside normal business hours or under circumstances where a replacement programmer or keypad is not reasonably available from the MLS. Whenever the Responsible Keyholder issues a temporary key, the Responsible Keyholder shall advise the MLS in writing that the programmer or keypad has been issued, to whom, and the date and time of issuance within forty-eight (48) hours. The Responsible Keyholder shall also advise the MLS in writing within forty-eight (48) hours after possession of the previously issued programmer or keypad has been reassumed.

13.3 Accountability ***

Key holders must account for keys at the time of any inventory conducted by the MLS or at any time requested by the A.O.R. Key holders who cease to participate or subscribe to the MLS shall return all key(s) in their possession to the MLS. Failure to return a key(s) will subject the key holder and/or the key holder’s Participant to fines and penalties and to being responsible for all costs incurred by the MLS to secure the lock box key system as a result of the failure to return the key(s).

13.4 Deemed Unaccountable

Keys shall be deemed unaccounted for if a key holder refuses or is unable to demonstrate that the key is within the key holder's physical control.

13.5 Written Authority ***

Participants and Subscribers shall not place a lockbox on a property without written authority from the seller and occupant if other than the seller. Inclusions in MLS compilations cannot be required as a condition of placing lockboxes on listed property.

13.6 Listing Broker's Permission ***

13.6.1 For Key Holders

No Participant or Subscriber may enter a property with or without a lockbox without the listing broker's permission. Such permission may be granted by the listing broker by specifying permission to use the lockbox through the MLS. Appraiser Participants are expressly prohibited from using lockbox keys to enter a property without either the owner's or listing broker's permission.

13.6.2 Managed Temporary Access for Non-Key-Holders

A listing broker Participant (or listing agent Subscriber on the Participant's behalf) may issue a temporary access code or access instructions to a lockbox to a person who is not a key holder—including but not limited to vendors, contractors, inspectors, stagers, and other service providers—on terms and conditions agreed to in advance, in writing, by the seller. The decision to grant access and the responsibility for any consequences of the access rest solely with the listing broker and the seller. No other party (whether Participant, Subscriber, A.O.R. or the MLS) bears any responsibility or liability to the listing Participant or seller due to access granted under this section.

a. **Access Limit Guidance.** Temporary codes or access instructions should expire within 24 hours of issuance or otherwise remain under the direct control of the listing broker or agent and should be a minimum of four characters. Access should be limited to the specific date, time window, and purpose agreed to with the seller.
b. **Safety and Security Guidance.** The listing broker is strongly encouraged to: (i) confirm the identity and licensure/business standing of the non-key-holder before granting access; (ii) limit access windows to daylight or normal business hours where practicable; (iii) advise the seller of any known risks before granting access; (iv) document, in writing, who was granted access, when, and for what purpose; and (v) promptly revoke or change access credentials if the non-key-holder's work is complete or there is any indication of misuse by the non-key-holder.

13.7 Unaccountable Keys ***

Key holders and Participants cosigning with a key holder shall immediately report lost, stolen or otherwise unaccountable keys to the A.O.R.

13.8 Rules Violations

Failure to abide by rules relating to lockboxes as set forth in this section or failure to abide by the key lease agreement may result in discipline as provided in sections 14 and 15 of these rules, in addition to loss of or restriction on all lockbox and key privileges.

13.9 Right to Limit Access

The MLS reserves the right to refuse to issue a key or limit access to lockboxes if, in its sole

discretion, it determines the security of the system would be compromised by issuing such keys or granting access to lockboxes.

13.10 Removal **

The lockbox must be removed within three (3) business days after the close of escrow or expiration/cancellation of the listing.

14 VIOLATIONS OF RULES AND REGULATIONS

14.1 Grounds for Disciplinary Action and Sanctions

After a hearing by a hearing panel as provided in the *California Code of Ethics and Arbitration Manual*, the Board of Directors may take disciplinary action and impose sanctions against any Participant and Subscriber:

a. For violation of any MLS rule

b. On the Participant's or Subscriber's being convicted, adjudged, or otherwise recorded as guilty by a final judgment of any court of competent jurisdiction of (1) a felony, or (2) a crime involving moral turpitude, or (3) on a determination by any court of competent jurisdiction, or official of the State of California authorized to make the determination, that the Participant or Subscriber violated a provision of the California Real Estate Law or a Regulation of the Real Estate Commissioner or the laws relating to Appraisers or a regulation of the OREA.

c. For any violation of subsection (a) by any person, including but not limited to a clerical user or a salesperson, who is not a Participant or Subscriber but is employed by or affiliated with such Participant or Subscriber and was providing real estate related services within the scope of the Participant’s or Subscriber’s license. Lack of knowledge by the Participant or Subscriber of such salesperson's conduct shall only go to mitigation of discipline imposed.

d. For any violation of the N.A.R. Code of Ethics while a member of any Association of REALTORS®.

14.2 Sanctions

Sanctions or disciplinary action for violation of an MLS Rule may consist of one or more of those specified in the *California Code of Ethics and Arbitration Manual*.

14.3 Citations

The MLS Committee, subject to approval of the Board of Directors, may implement a schedule of fines for certain MLS rules violations and direct staff to issue citations for the specified MLS rules violations and implement a procedure whereby the Participant and Subscriber receiving the citation may either (1) pay the amount specified on the citation, or (2) request citation reconsideration by the MLS Committee/Board of Directors, or (3) request citation reconsideration (paper review) in accordance with the procedures set forth in the *California Code of Ethics and Arbitration* Manual (if such reconsideration procedure has been adopted by the MLS) or (4) request a full hearing in accordance with the procedures set forth in the *California Code of Ethics and Arbitration Manual*.

14.4 Duty to Correct and Cooperate.

a. A Participant and Subscriber, within two business days of a Citation, must correct any violation of the Rules and Regulations and bring the listing into compliance.

b. Failure to correct violations or cooperate with an investigation under the Rules and Regulations within the two-business day correction period may subject a non- conforming listing to removal from the MLS database.

c. Any fines levied against a Participant under this Section as a result of the actions of a Subscriber under the Participant may be transferred to an appropriate manager under the Participant at Participant's discretion. Copies of all notices related to such fines shall be retained by the Participant.

14.5 Time for Performance

If the date on which any performance is required under any MLS Rule is other than a business day, then such performance shall be required as of the next following business day.

15 PROCEDURES FOR MLS RULES HEARINGS

All MLS rules hearings shall be processed in accordance with the *California Code of Ethics and Arbitration Manual* as from time to time amended which is hereby incorporated by reference. Failure to abide by the procedures of the *California Code of Ethics and Arbitration Manual* shall be a violation of these MLS rules.

16 ARBITRATION

16.1 Mandatory Arbitration

By becoming and remaining a Participant or Subscriber in the MLS, each Participant and Subscriber agrees to submit disputes arising out of the real estate business which also arises out of, or is in conjunction with, any listing filed with the MLS or any appraisal, to binding arbitration with any other Participant or Subscriber of this MLS, or Participants or Subscribers of any other MLS who are authorized to have access to this MLS under Section 6 of these rules. Such arbitrations shall be governed by the *California Code of Ethics and Arbitration Manual* as from time to time amended which is hereby incorporated by reference. This shall be deemed an arbitration agreement within the meaning of Part 3, Title 9 of the California Code of Civil Procedure. Failure to submit to arbitration and abide by the arbitration award, including but not limited to timely payment of the arbitration award as provided herein shall be a violation of these MLS rules and subjects Participants and Subscribers to possible suspension from the MLS and/or other penalties.

16.2 Other Arbitration Agreements

Notwithstanding any other provision of these rules, if any Participant or Subscriber enters into an agreement (either before or after a dispute arises) with another Participant or Subscriber to arbitrate a

dispute utilizing non-Association facilities, such persons are not bound to arbitrate the dispute covered by such agreement under these rules utilizing A.O.R. facilities.

16.3 Arbitration between Association Members

Notwithstanding any other provision of these rules,

a. If all disputants are members of the same Association of REALTORS®, they shall arbitrate at that Association of REALTORS® in accordance with its rules.

b. If the disputants are members of different Associations of REALTORS®, they shall arbitrate in accordance with any applicable regional or shared professional standards agreement. In the absence of such an agreement, the disputants remain obligated to arbitrate at the California Association of REALTORS® ("C.A.R.") in accordance with the C.A.R. Interboard Arbitration Rules.

16.4 Arbitration Involving Non-Association Members

Notwithstanding any other provision of these rules:

a. If all disputants are non-association members and they receive MLS services through the same A.O.R., they shall arbitrate at the A.O.R. unless the A.O.R. participates in a regional MLS, in which case, they shall arbitrate in accordance with any applicable regional agreements between the A.O.R. and the regional MLS.

b. If one or more of the disputants are non-association members and all disputants receive MLS services through the same A.O.R., they shall arbitrate at the A.O.R. unless the A.O.R. participates in a regional MLS, in which case, they shall arbitrate in accordance with any applicable regional agreements between the A.O.R. and the regional MLS.

c. If one or more of the disputants are non-association members and the disputants receive MLS services through different A.O.R.s and the A.O.R.s participate in a regional MLS, they shall arbitrate in accordance with any applicable regional agreements between the A.O.R.s and the regional MLS.

d. In the absence of a regional agreement regarding the location of the arbitration, any dispute under subsection (a)-(c) may be conducted at any A.O.R. where the respondent(s) holds association membership or receives MLS services.

16.5 Same Firm

Arbitration between persons from the same firm shall not be available and is not mandated by these rules unless covered by arbitration rules relating to the obligations of A.O.R. members to arbitrate.

16.6 Timing

For purposes of this Section 16, the duty to arbitrate shall be determined when facts giving rise to the dispute occurred. Therefore, a Participant or Subscriber shall have a duty to arbitrate if the person was an MLS Participant or Subscriber when facts giving rise to the dispute occurred. Termination of MLS participation or subscription shall not relieve the arbitration duty under this section for disputes that arose when the person was an MLS Participant or Subscriber. Requests for arbitration must be

filed within one hundred and eighty (180) days after the closing of the transaction, if any, or after the facts constituting the matter could have been known in the exercise of reasonable diligence, whichever is later.

17 NONPAYMENT OF MLS FEES

17.1 Nonpayment of MLS Fees

If MLS fees, fines, charges or other amounts owed the MLS are not paid within one month after the due date, the nonpaying Participant and/or Subscriber's MLS services shall be subject to suspension until such outstanding amounts are paid in full. The MLS may suspend MLS services under this section provided the MLS gives the Participant and/or Subscriber at least twenty (20) calendar days prior notice of the proposed suspension date. Such notice may be included with the original billing statement for MLS fees, fines or charges or any time thereafter. In the event the amounts owed remain unpaid for three months after the due date, the nonpaying Participant and/or Subscriber's MLS services shall automatically terminate regardless if notice of such termination is given.

17.2 Disputed Amounts

If a Participant and/or Subscriber disputes the accuracy of amount owed, the Participant and/or Subscriber may request a hearing before the Board of Directors. In order to request such a hearing, the Participant and/or Subscriber must first pay the disputed amount in whole which may be refunded in whole or part in accordance with the Board of Directors' determination. Hearings under this section shall be conducted in accordance with the *California Code of Ethics and Arbitration Manual*. In the event the Board of Directors confirms the accuracy of the amount owed, the Participant and/or Subscriber shall also be subject to paying interest at the rate of ten (10%) per annum on such past due amounts.

17.3 Reinstatement

Any Participant and/or Subscriber who's MLS services have been terminated for nonpayment of MLS fees may reapply for participation in the MLS. However, prior to being granted access, such Participant and/or Subscriber must pay all fees applicable to new applicants and all past due amounts owed, including paying interest at the rate of ten (10%) per annum on such past due amounts.

18 CHANGES IN RULES AND REGULATIONS

The rules and regulations of the MLS may be amended by a two-thirds vote of all members of the MLS Committee, subject to approval by the Board of Directors. Any changes to these rules and regulations which are mandated by the National Association of REALTORS® shall automatically be incorporated into these rules and regulations and do not require MLS Committee or Board of Directors approval.

19 VIRTUAL OFFICE WEBSITES ["VOW"] ***

[Coinciding NATIONAL ASSOCIATION OF REALTORS® VOW Policy ("VOW Policy") is adopted and incorporated herein to these Fresno MLS Rules]

19.1 VOW Definitions

a. A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant (i.e. Subscriber) may, with his or her Participant's consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant's oversight, supervision, and accountability.

b. As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees (i.e. 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 VOWs, whether operated by a Participant, by a Subscriber, or by an Affiliated VOW Partner ("AVP") on behalf of a Participant.

c. "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and non-confidential pending and sold data provided by participants to the MLS and aggregated and distributed by the MLS to Participants.

19.2 VOW Operating Parameters

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

b. Subject to the provisions of the VOW Policy and these Rules, a participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX") as set forth in Rule 12.17.

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

d. Any use of Artificial Intelligence in connection with a VOW is also subject to Sections 21.3, 21.4, and 21.5.

19.3 VOW Registrant Access Requirements

a. Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

   (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and sustomers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

   (ii) The Participant must obtain the name of and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

   (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password

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

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

d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

   (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

   (ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

   (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

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

(v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

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

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

19.4 VOW Contact Requirements

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 nonprincipal broker or sales licensee licensed with the Participant (i.e. subscriber), must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

19.5 VOW Data Security

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use 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

19.6 VOW Listing Display Restrictions

a. A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

c.

Seller Opt-Out Form

Please select either Option.

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

or

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

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

_____

Initials of seller

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

19.7 Posting Consumer Comments and Automated Value Estimate

a. Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

b. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

19.8 Correction of VOW Listing Information

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

19.9 VOW Mandatory Listing Refresh

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

19.10 VOW MLS Listing Distribution Limitations

Except as provided in these rules, the VOW Policy or 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.

19.11 VOW Privacy Policy

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.

19.12 VOW Selective Listing Display

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.

19.13 Notification of MLS of Intent to Operate a VOW

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 hereto and any other applicable MLS rules or policies.

19.14 Operation of Multiple VOWs

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.

19.15 Changes to Listing Content

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.

19.16 Listing Accuracy Disclaimer

A Participant shall cause to be placed on his or her VOW in a manner readily visible to consumers but

not less than 7pt type, the following, or substantially similar notice:

Based on information from the Fresno Association of REALTORS® (alternatively, from the Fresno MLS) as of_____(date the AOR/MLS data was obtained). All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.

19.17 Listing Search Result Limitation

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

19.18 Mandatory Registrant Password Change

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

19.19 VOW Co-Branding and Advertising

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.

19.20 MLS Licensing Agreement for VOW

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

19.21 Seller's Direction to Withhold from Internet

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

19.22 Applicability of Rules to MLS or Association

Nothing in these rules shall limit the right of the A.O.R. or MLS to enter into licensing agreements with third parties for use of the MLS compilations or any portion thereof in accordance with terms approved by the Board of Directors.

19.23 Participant and Subscriber Standards of Conduct **

The services that Participants and Subscribers provide to their clients and customers shall conform to

the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

Participants and Subscribers shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

20 Directions

The “Directions to property” field in our MLS must contain and be actual directions to the property. It is not allowable to just say “call (name) for directions” or “go to http://www._____.com for directions, etc.” No advertising or promotional remarks are allowed in this field; only directions to the property are allowed.

“Directions” must contain directions that can be used to locate and guide someone to the property. Failure to provide appropriate directions that can be used to reasonably locate the property may result in citation, fine or other sanctions.

It is required that the listing agent “includes a starting point in the directions.” If possible, property directions in the MLS should always start from a main road (preferably including a main cross street) and use directions such as North, South, East and West instead of left and right. If directions are to a model home or sales office, the listing agent must specify this information in the directions field .The Directions field is for “directions only” and contact information (such as names, phone numbers, email addresses, web site addresses), or service provider information, etc., is not allowed in the directions field.

Section 21 – Participant AI Use Policy

This Section governs a Participant’s deployment of artificial intelligence tools or systems to present or process MLS data in connection with Participant-entitled data use as granted under the MLS rules and any applicable data license agreement. Nothing in this Section 21 limits what a Participant can do with information from its own listings, provided such use does not incorporate, derive from, or provide access to any other MLS data or the MLS compilation.

Section 21.1 – Definitions

a. “Artificial Intelligence” or “AI” means any application of systems, software, tools, or processes that uses data to perform, assist with, or automate tasks that normally require human intelligence. This includes answering questions, generating content, analyzing data, recognizing patterns, performing reasoning tasks, or making recommendations. Under these rules, a tool is considered “AI” if it dynamically generates, selects, transforms, or ranks outputs, and learns or adapts (or was produced through learning or adaptation) based on data to which it is or was exposed, instead of following a fixed set of instructions regardless of input.

"AI" includes tools that learn or adapt using methods such as machine learning, natural language processing, or generative models. "AI" does not include valuation models, analytics, or other software systems that operate using fixed coefficients, static formulas, deterministic logic, or non-adaptive statistical or business rules that do not learn dynamically to generate, modify, or update outputs based on data to which they are exposed, provided such systems were not themselves produced through machine learning or similar adaptive methods applied to MLS data.

b. "AI Data Processing" means any system or platform that accesses, organizes, indexes, or prepares MLS data to support delivery of MLS data to AI-powered features or tools, operating on behalf of a Participant. Example technologies include model context protocol (MCP) servers, summarization engines, or vector-based retrieval systems used to enable AI interaction with MLS content.

c. "AI-Facilitated Display" means any Participant-controlled interface or delivery mechanism that incorporates AI functionality to present MLS data to a user. Example technologies include chatbots, virtual assistants, voice assistants, listing summarization tools, recommendation engines, or AI-enabled plug-ins.

d. "AI Vendor" means any platform or provider designated by Participant to provide AI Data Processing to Participant or AI-Facilitated Display on behalf of Participant, subject to Participant's supervision, accountability, and compliance with this Section 21.

e. "Rule-Based Use" means a use of the MLS compilation that a Participant or its Subscribers are entitled to make under these rules (e.g., IDX, VOW, brokerage back office, valuation).

Section 21.2 – Authorization, Scope, and Participant Obligations.

If a Participant or Subscriber engages in AI-Facilitated Display or AI Data Processing, the Participant is subject to the following requirements:

a. An AI system may access or process MLS data only for Rule-Based Uses and only subject to any applicable data license(s). This Section 21 does not expand or modify the scope of the Rule-Based Uses, and any Rule-Based Use under this Section must comply with the rules and restrictions applicable to the Rule-Based Use. All other uses are prohibited.

b. An AI system may be deployed only to support an activity within the scope of the Participant's professional license.

c. Participant is responsible for the use, access, and outputs of its AI system. Participant must ensure that any AI tool or AI system is configured to require meaningful human oversight by the Participant, including correction and review prior to public-facing display. Human oversight may not be delegated to end users. "Meaningful human oversight" means qualified human supervision of an AI system, including the ability to review, approve, modify, or halt outputs before they are used or made public.

d. Participant must supervise the use of MLS data to prevent the generation of false, misleading, or fabricated listing content, or harmful application of AI, including any violation of fair housing laws.

e. Participant may not use AI to create or maintain copies of MLS data or derivatives of MLS data

except as permitted under a Rule-Based Use.

f. Participant must ensure (a) that any AI tool or system employs commercially reasonable cybersecurity measures, consistent with applicable industry standards, to resist manipulation of its use or performance as a result of any third party exploiting tool or system vulnerabilities; and (b) that appropriate cybersecurity solutions address AI-specific vulnerabilities. Participant must promptly notify the MLS of any known or suspected breach or unauthorized access involving MLS data processed by an AI system.

g. Nothing in this Section prohibits a Participant or Subscriber from using AI tools for brokerage activities, provided MLS data is used consistently with the rules, including the accuracy requirements of Section 8.6 and the fair housing requirements of Section 12.5.2. Examples include drafting marketing content, generating property descriptions, and preparing client communication.

h. The MLS reserves the right to interpret and enforce these rules in a commercially reasonable and non-discriminatory manner, including the right to suspend or terminate a Participant's AI-related access, require corrective action, and impose sanctions in accordance with Sections 14 and 15 of these rules.

Section 21.3 – Requirements for AI-Facilitated Display.

Participant is permitted to publish an AI-Facilitated Display for a Rule-Based Use subject to the rules governing the Rule-Based Use and the following requirements:

a. The AI system must retrieve MLS data from a Participant-controlled or MLS-controlled system (such as a model context protocol (MCP) server).

b. The AI system must access MLS data only in response to a user request or as part of the display functionality. The AI system must retrieve MLS data live (or at least in near-real-time), or from a stored feed, and the system may cache, log, or retain the data only to support saved searches, user alerts, personalization, security, abuse prevention, performance optimization, and audit purposes. Any cached, logged, or retained MLS data must be deleted when no longer reasonably necessary for the stated purpose and in no event retained longer than ninety (90) days, unless a longer period is required for audit or legal compliance purposes.

c. The AI system may not retain, reuse, or repurpose MLS data for training, model adaptation, or creation of persistent datasets for reuse outside the Rule-Based Use.

d. Participant must notify the MLS of any website, application, plugin, or platform where AI-Facilitated Display is made available to consumers prior to making it available and in no event later than one (1) business day after initial deployment. This includes submitting the URL, application name, category or tool, and integration method and updating the MLS of any changes within one (1) business day.

e. MLS data may not be used for training, resale, extraction of structured datasets, or any unauthorized use beyond the scope of permitted display.

f. AI-enabled photo alteration, such as virtual staging or visual enhancement of listing media, is not permitted unless (a) a consumer using AI-Facilitated Display requests and directs the alteration, (b) the alteration is displayed only in that consumer's instance of the listing display,

and (c) the altered image is clearly marked as “digitally altered” or “AI altered” in compliance with Section 11.5.1.

Section 21.4 – Requirements for AI Data Processing.

Participant is permitted to engage in AI Data Processing for a Rule-Based Use subject to the rules governing the Rule-Based Use and the following requirements:

a. AI Data Processing may be used only to support the Participant’s own systems. MLS data may be accessed, stored, or indexed internally only as necessary to deliver the Participant-facing functionality.

b. AI Data Processing must enforce field-level access controls, prevent exposure of any restricted fields (e.g., confidential or MLS-only), and comply with every other data handling limitation imposed by the MLS. The MLS may maintain and publish technical specifications or approved processing standards.

c. MLS data may not be used to train, fine-tune, adapt, or embed any general-purpose, shared, or third-party learning system or AI model. MLS data may not be monetized, whether directly or indirectly, through AI Data Processing. Use of third-party foundation or base models is permitted provided MLS data is used in compliance with the rules.

d. The following are prohibited: Modifying model weights, parameters, or persistent internal representations derived from MLS data; using MLS data to train or enrich a foundation model or embedding model with MLS data; or developing any synthetic dataset that replicates the structure or fields of MLS data.

e. The following are permitted: Retrieval-augmented generation (RAG), vector search, or summarization where MLS data is stored externally from the model and not incorporated into the model’s memory or training (for the avoidance of doubt, vector embeddings created and maintained solely for retrieval and search purposes are not prohibited under Section 21.4(d)); and structuring, indexing, or transforming MLS data to support the participant’s live-query infrastructure (e.g., MCP server).

Section 21.5 – Vendor Use and Terms.

a. No AI Vendor has any independent participation rights in the Service or right to use MLS data, except in connection with the provision of AI Data Processing or AI-Facilitated Display at the direction of a Participant. Access to MLS data by an AI Vendor is a derivative right of the Participant, and Participant remains fully responsible for MLS data usage and compliance by the AI Vendor. Participant shall indemnify and hold harmless the MLS for any claims, costs, damages, or losses, including reasonable attorney fees, arising from the AI Vendor’s access to or use of MLS data.

b. Participants must disclose to the MLS the identity of any AI Vendor and any subcontractor, affiliate, or sub-processor that will access MLS data prior to granting such access. Participant must promptly notify the MLS of any changes to such disclosures.

c. As a condition of an AI Vendor’s access, Participant must ensure that the AI Vendor, and its subcontractor as applicable, execute the Service’s written agreement and that the AI Vendor

agrees in writing to comply with all MLS rules and regulations applicable to AI Data Processing and AI-Facilitated Display, including field limitations, retention rules, training prohibitions, and audit rights.

d. The MLS may require a Participant and its AI Vendor to provide technical documentation, access to relevant logs, and periodic written attestations reasonably necessary to verify compliance with MLS data handling, retention, and non-training requirements.

e. Upon termination of a Participant's MLS access or the Participant's relationship with an AI Vendor, the AI Vendor must immediately cease all access to MLS data and delete any MLS content or derived data in its possession, including vector indexes, embeddings, and internal representations, unless otherwise authorized in writing by the MLS. The AI Vendor must provide written certification of deletion to the Participant and the MLS within the same thirty (30) day period.

* = Tier I Citation

** = Tier II Citation

*** = Tier III Citation

**** = Additional Citations

Revised: February 26, 2026

Fresno Multiple Listing Service
MLS Citation Policy

The purpose of this citation policy is to ensure the integrity of the MLS including the currency and accuracy of its information. Fines will be issued and processed in accordance with this Citation Policy. The citable offenses and fines are subject to change upon approval of the FAR MLS Board of Directors. The Citation Policy is in addition to and does not replace the provisions of Section 14 of the FAR MLS Rules and Regulations.

A. For the purpose of the Fine Schedule, the number of violations will be tracked on a calendar year basis. On the first day of each calendar year the violation count for each MLS member will be reset to zero (0). A Violator shall be entitled to receive one Warning Letter per calendar year prior to a citation if the violation falls in Tier One or Tier Two. For example, if the Violator's first violation of the year is a Tier One offense, the Violator will receive a Warning Letter. If the Violator's second violation of the year is a Tier Two or Tier One offense, the Violator will receive a corresponding citation. If the Violator receives a third violation (in either the Tier One or Tier Two categories), the Violator will receive a citation. Violation that falls in Tier Three and Additional Citation categories will receive an automatic citation.

B. Notices of any violation will be sent to both Subscribers and their responsible Participant. A violation must be corrected within three (3) business days of notice of violation. Receipt of notice is presumed to be the sooner of three (3) business days after mailing or one (1) business day after email or facsimile transmission. Failure to correct a noted violation within the three (3) daytime period allotted will result in a new violation for the uncorrected violation with the associated fine for that level of violation. Failure to correct a violation within the three (3) day correction period may also subject a non-conforming listing to removal by the MLS from active display. New violations may be issued for any remaining uncorrected violations until the violations are corrected or the maximum fine is reached as set forth below.

   Tier I and Tier II violations and fines will be waived if notice of the violation occurs more than 180 days after the listing has been sold, canceled or expired.

C. The fine amount is determined by the total number of violations accumulated by each MLS member during a calendar year.

D. Fines are due within thirty (30) business days of receipt of a violation notice. Receipt of notice is presumed to be three (3) business days after mailing or one (1) business day after email or facsimile transmission.

E. If a recipient of a citation believes that a violation notice and citation was issued in error, the recipient may request a hearing in accordance to the procedures set out by their Association.

F. Failure to pay assessed fines may result in suspension of MLS privileges as detailed in Paragraph 17.1 of the MLS Rules and Regulations.

G. The MLS Committee and/or the Board of Directors reserves the right, at its discretion, to charge a Participant or Subscriber with rules violations by virtue of the hearing process, including the possibility of additional fees or fines, suspension or expulsion, rather than utilizing the citation process. Thus, the below fines may not be all inclusive. Any Participant or Subscriber who accumulates in excess of 3 (three) violations in one calendar year, unless otherwise specified, shall be required to attend a hearing for their actions and potential violations of MLS rules. Additionally, the responsible Participant is required to attend any such hearing of a Subscriber.

H. Reporting of violations will remain confidential. When requested by a complainant, the MLS shall provide a process for processing reports of violations without revealing the complainant's identity. If the matter is forwarded to hearing, then the MLS Committee, Grievance Committee, MLS Staff or other representative must serve as the complainant when the original complainant does not consent to participating in the process or the disclosure of his or her name.

I. Effective 09/2017, MLS fines will be held in abeyance and then waived if the violation is greater than 180 days of the listing being sold, cancelled or expired and the Participant/Subscriber has submitted a correction of the violation to the MLS staff within 30 days' notice of the violation. If no correction is received within the 30 day period after then notice, then the fine will be processed by MLS staff.

J. The violation fine schedule is set forth in the following four Tiers:

Tier One

First Violation: Warning Letter (only if Violator has not already received one prior Warning Letter)
Second Violation: $100
Third Violation: $300
Fourth and Subsequent Violations: $600

If such a class is offered by the AOR/MLS and if the violation recipient opts to attend a compliance training class in lieu of paying the fine for the Third Violation, the violation recipient will pay a $50.00 non-refundable one-time fee and complete the course within a 60-day period. The violation recipient will be given the opportunity for one make-up session only. Failure to complete the make-up session will result in assessment of the full fine amount set forth for a Second Violation.

As set forth in Section B above, violations must be corrected within three (3) business days of notice. Violations which remain uncorrected subject the violation recipient to the imposition of new penalties and removal of the listing from active display.

The maximum accumulated fine for a single violation may not exceed the amount of $15,000 . If the maximum accumulated fine amount has been assessed and the violation has not been corrected, the violation recipient's MLS privileges may be suspended until all accumulated fines have been paid and the noted violation has been corrected.

Tier One Offenses are as follows:

1. Failure to Properly Designate/Correlate License Type [Rules 4.1.3, 4.2.3 *(Redundant Participant/Subscriber Qualifications)*]

2. Failure of Participant or Subscriber to Notify the MLS of Termination, Transfer, or Addition of Any Clerical Users Affiliated with Participant or Subscriber [Rule 4.3 (*Notice re: Clerical Users*)]

3. Failure of Participant to Notify the MLS of Termination, Transfer, or Addition of any Licensees Under Participant's License [Rule 4.4 (*Notice re: Licensees*)]

4. Failure to Disclose Short Sale Status [Rule 7.19 (*Lender Approval Listings*)]

5. Failure to Comply with Auction Listing Requirements [Rule 7.25 (Auction Listings)]

6. Failure to Disclose REO Status [7.27 REO Disclosure]

7. Failure to Timely Provide Written Verification that Offer Was Presented (or that Seller Waived the Obligation to Have Offer Presented [Rule 9.2 (Disclosing the Existence of Offers)]

8. Failure to Timely/Accurately Report Listing Status, Status Changes and Sales [Rule 10.1 *Statuses*, Rule 10.2 (*Reporting of Sales*)]

9. Failure to Timely Report Cancellation of Pending Sale [Rule 10.5 (*Reporting Cancellation of Pending Sale*)]

10. Failure of Requisite Authority to Submit Listing Content [Rule 11.4 (*Authority to Put Listings in MLS Compilation*)]

11. Wrongful Use of Photographs/Use of Photographs on a Listing Without Proper Authorization [Rule 11.5 (*Photographs/Images on the MLS*)]

12. Failure to submit the original, unaltered version of the digitally altered image ensuring that the original unaltered version is displayed immediately [Rule 11.5.1 (*Digitally Altered Images*)]

13. Misuse of Public Remarks; Failure to Limit Public Remarks to Marketing, Description and Condition of the Property; Wrongful Use of Remarks on a Listing Without Proper Authorization [Rule 12.5 (Use and Misuse of Remarks)]

14. Unauthorized Use of Term "Sold"; Impermissible Use of Listing Content/Display of Non-Allowable Listing Content [Rule 12.7 ("Sold" Signs and Use of the Term "Sold" and Advertising Sold Listings)]

15. Unauthorized Advertisement of Listing of Another Broker [Rule 12.9 (*Advertising of Listing Filed with the MLS*)

16. Unauthorized Use of Statistical Reports, Sold Data or Comparable Reports in Advertising [Rule 12.10 (*Limitations on Use of Information in Advertising*)]

17. Failure to Provide Adequate Informational Notice and/or Disclaimers on Print or Non-Print Forms of Advertising or Other Forms of Public Representations [Rule 12.10 (*MLS Information in Advertising)*, Rule 12.16.1 (*Copies to Prospective Purchasers*), IDX Rule 12.17 (s) (*Disclaimer*), VOW Rule Section 19]

Tier Two:

First Violation: Warning Letter (only if Violator has not already received one prior Warning Letter)
Second Violation: $250
Third Violation: $500
Fourth and Subsequent Violations: $1,000

As set forth in Section B above, violations must be corrected within three (3) calendar days of notice. Violations which remain uncorrected subject the violation recipient to the imposition of new penalties and removal of the listing from active display.

The maximum accumulated fine for a single violation may not exceed the amount of $15,000. If the maximum accumulated fine amount has been assessed and the violation has not been corrected, the violation recipient's MLS privileges may be suspended until all accumulated fines have been paid and the noted violation has been corrected.

Tier Two Offenses are as follows:

1. Failure to Comply with "Certification of Nonuse" (back fees owing under Certification to be cumulatively added to citation amount) [5.1.4 (*Certification of Nonuse*)]

2. Failure to Input a Required Listing; Failure to Timely Submit a Required Listing [Rule 7.10 (*Mandatory Submission*)]

3. Prohibited Co-Listing [Rule 7.10.1 *(Co-Listing)*]

4. Failure to Provide Signed Seller Exemption; Failure to Timely Submit a Signed Seller Exemption; Exceeding Permissible Scope of Office Exclusive; Failure to Submit Complaint Signed Seller Exemption [Rule 7.11 (*Multiple Listing Options for Sellers: Office Exclusive Listings*)]

5. Entry of a Listing as New after Withdrawn without a New or Amended Listing Contract [Rule 7.13 (*Change of Listing Information*)]

6. Unauthorized Cancellation/Withdrawal of Listing; failure of ongoing obligation to report sold [Rule 7.14 (*Cancellation*/*Withdrawal of Listing Prior to Expiration*)]

7. Failure to Disclose Interest by a Broker Participant or R.E. Subscriber in the Subject Listing [Rule 7.20 (*Broker/Agent as Principal*)]

8. Failure to Remove Expired Listing; Failure to Obtain Seller's Written Authorization before Extension/Renewal [Rule 7.22 (*Expiration, Extension and Renewal of Listings*)]

9. Violation of DOM/CDOM Calculation [7.26 *(Days on Market/Cumulative Days on Market Calculation)*]

10. Failure to Provide Appropriate Written Documentation of Listing; Failure to Disclose Known Additional Property Owner Information [Rule 8.2 (*Written Documentation*)]

11. Failure to Correct Incomplete or Inaccurate Information after MLS Notification [Rule 8.6 (*Accuracy & Correction*)]

12. Misrepresentation of the Availability of Access to Show or inspect a Listed Property; Failure to Abide by Showing Availability Representation [Rule 9.3 (*Availability to Show or Inspect*)]

13. False Representations; Failure to Abide by True Picture Standard of Conduct [Rule 12.11 (*False or Misleading Advertising and Representations*)]

14. Failure to Provide MLS-Approved Lockbox [Rule 13.2.2 (*Lockbox Requirements*)]

15. Failure to Timely Remove Lockbox after COE or Expiration/Cancellation of Listing [Rule 13.10 (*Lockbox Removal*)]

16. Violation of Competency Standard [Rule 19.23 *(Participant and Subscriber Standards of Conduct)*]

Tier Three:

First Violation: $1,000
Second and Subsequent Violations: $2,500

As set forth in Section B above, violations must be corrected within three (3) calendar days of notice. Violations which remain uncorrected subject the violator to the imposition of new penalties and removal of the listing from active display.

The maximum accumulated fine for a single violation may not exceed the amount of $15,000. If the maximum accumulated fine amount has been assessed and the violation has not been corrected, the violation recipient's MLS privileges may be suspended until all accumulated fines have been paid and the noted violation has been corrected.

Tier Three Offenses are as follows:

1. Failure to obtain sellers authority to list in MLS [Rule 8.1 (*Listing Agreement and Seller's Permission*)]

2. Failure to be Physically Present when Providing Access to a Listed Property to Buyers and Potential Buyers [Rule 9.5 (*Physical Presence of Participant or Subscriber*)]

3. Failure to follow or exhaust required internal pre-procedure for participant vs participant complaints of unauthorized use of listing content prior to proceeding to Court [Rule 11.12 (Pursuing Complaints of Unauthorized Use of Listing Content)]

4. Failure to timely notify of DRE or BREA adverse action [Rule 12.1 (*Notification of California Department of Real Estate (DRE) or California Bureau of Real Estate Appraisers (BREA) Action*)]

5. Unauthorized Use of MLS Information [Rule 12.12 (*Use of MLS Information*)]

6. Sharing the MLS compilation or portion thereof with any third-party vendor not authorized by the MLS [Rules 12.12 (*Use of MLS Information*), 12.13 (*Confidentiality of MLS Information*) and 12.16 (*Reproduction*)]

7. Unauthorized Sharing of MLS Information and Pass Codes; Use of MLS by Unauthorized Party [Rule 12.13 (*Confidentiality of MLS Information*)] *

8. Unauthorized Clerical User Access and Use of MLS Information [Rules 12.13.1, 12.15.1 (Clerical Users)] **

9. Misuse of Reproduction of MLS Information [Rule 12.16 (*Reproduction*)]

10. Unauthorized Reproduction of Confidential Fields and Information [Rule 12.16.2 (*Confidential Fields*)]

11. Unauthorized Compilation Downloading or Transmission of Data; Failure to Restrict Access to Authorized Party [Rule 12.16.4 (*Downloading into Computers*)]

12. Misuse of MLS Data on Public Website; Violation of IDX Rules [Rule 12.17 (*IDX*)]

13. Unauthorized Sharing of Lockbox Key [Rule 13.2 (*Key Use and Service*)]

14. Wrongful Use or Removal of Lockbox Contents; Failure to Follow Showing Instructions [Rule 13.2.1 (*Use of Lockbox Contents*)]

15. Failure to Account for Lockbox Key [Rule 13.3 (*Accountability*)]

16. Failure to Obtain Seller's Permission to Place a Lockbox [Rule 13.5 (*Written Authority*)]

17. Unauthorized Entrance into a Listed Property; Failure to Follow Showing Instructions [Rule 13.6 (*Listing Broker's Permission*)]

18. Failure to Report Lost or Stolen Lockbox Keys [Rule 13.7 (*Unaccountable Keys*)]

19. Misuse of MLS Data on Public Website; Violation of VOW Rules [Rule 19 (*VOW*)]

*** 30 day suspension will follow**
**** Termination will follow**

Additional Citations:

Violation $2,500

As set forth in Section B above, violations must be corrected within three (3) calendar days of notice. Violations which remain uncorrected subject the violation recipient to the imposition of new penalties and removal of the listing from active display.

The maximum accumulated fine for a single violation may not exceed the amount of $15,000. If the maximum accumulated fine amount has been assessed and the violation has not been corrected, the violation recipient's MLS privileges may be suspended until all accumulated fines have been paid and the noted violation has been corrected.

1. Offering or conveying buyers agent compensation [Rule 7.17.1 & 7.17.2 (*No Compensation Specified on MLS Listings, Removal of Listing Information by MLS*)]

2. Showing a listed property without a representation agreement with a buyer [Rule 8.3 & 8.4 (Buyer Broker Agreement, Buyer Broker Agreement Written Documentation)]