

**WESTERN UPSTATE MULTIPLE LISTING
SERVICE**

OF

SOUTH CAROLINA, INC.

RULES AND REGULATIONS

Revised: June 2010

TABLE OF CONTENTS

SECTION 1, LISTING PROCEDURES	PAGE 1
SECTION 2, SELLING PROCEDURES	PAGE 5
SECTION 3, REFUSAL TO SELL	PAGE 7
SECTION 4, PROHIBITIONS	PAGE 7
SECTION 5, DIVISION OF COMMISSIONS	PAGE 7
SECTION 6, SERVICE CHARGES	PAGE 10
SECTION 7, COMPLIANCE WITH RULES	PAGE 10
SECTION 8, MEETINGS	PAGE 11
SECTION 9, ENFORCEMENT OF RULES OR DISPUTES	PAGE 11
SECTION 10, CONFIDENTIALITY OF MLS INFORMATION	PAGE 11
SECTION 11, OWNERSHIP OF MLS COMPILATIONS AND COPYRIGHTS	PAGE 12
SECTION 12, USE OF COPYRIGHTED MLS COMPILATIONS	PAGE 12
SECTION 13, USE OF MLS INFORMATION	PAGE 14
SECTION 14, CHANGES IN RULES AND REGULATIONS	PAGE 14
SECTION 15, ORIENTATION	PAGE 14
SECTION 16, INTERNET DATA EXCHANGE (IDX)	PAGE 15
SECTION 17, MULTIPLE LISTING LOCK BOXES AND KEYS	PAGE 17
SECTION 18, VIRTUAL OFFICE WEBSITE (VOW)	PAGE 18

WESTERN UPSTATE MULTIPLE LISTING SERVICE OF SOUTH CAROLINA, INC.
RULES AND REGULATIONS

Rev. 6/10

The Western Upstate Multiple Listing Service of South Carolina, Inc. is a means by which authorized Participants make blanket unilateral offers of cooperation and compensation to the other Participants (acting as subagents or buyers agents) by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of the sale (or lease). Procuring cause is defined as the action that started a series of events that, without interruption, would have led to the consummation of the sale.

SECTION 1
LISTING PROCEDURES

Listings of real property of the following types, which are listed subject to a real estate broker's license and are located within the territorial jurisdiction of the Western Upstate Multiple Listing Service, Inc. and are taken by Participants on an Exclusive Right-to-Sell Listing Agreement or Exclusive Agency Agreement, shall be put into the Multiple Listing Service database within 48 hours after all necessary signatures of seller(s) have been obtained:

- (a) Single-family homes for sale or exchange
- (b) Vacant lots and acreage for sale or exchange
- (c) Two-family, three-family and four-family residential buildings for sale or exchange

The Multiple Listing Service requires that all Participants use the standard Exclusive Right-to-Sell Listing Agreement or Exclusive Agency Listing Agreement provided by the South Carolina Association of REALTORS®.

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

The listing agreement must include the seller's written authorization to submit the agreement to the Multiple Listing Service.

The exclusive right-to-sell listing is the conventional form of listing submitted to the Western Upstate Multiple Listing Service in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on blanket unilateral bases, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished in agent remarks, since they can present risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted.

The Multiple Listing Service does not regulate the type of listings its members may take. This does not mean that the Multiple Listing Service must accept every type of listing. The Multiple Listing Service does not accept open listings or net listings, and it may limit its service to listings of certain kinds of property. The Multiple Listing Service does not accept the listing of a property in which the seller only has an equitable interest. Participants, however, are free to accept other types of listings to be handled outside the Multiple Listing Service.

The Multiple Listing Service will accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they will be included in a separate section of the Multiple Listing Service compilation of current listings.

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

- | | | |
|--------------------------|-------------------------|----------------------|
| 1. Residential | 5. Business opportunity | 8. Mobile home parks |
| 2. Residential income | 6. Motel-hotel | 9. Commercial income |
| 3. Subdivided vacant lot | 7. Mobile homes | 10. Industrial |
| 4. Land and ranch | | |

Section 1.1 - Listings Subject to Rules and Regulations of the Multiple Listing Service: Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the seller(s). All new listings must be input in the Multiple Listing Service system within 48 hours of the Seller's signature with the only exception being holidays and weekends.

Section 1.2 - Detail on Listings Filed with the Service: A listing agreement or property data form, when filed with the Multiple Listing Service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. All "mandatory" fields are indicated on Input/Maintenance and must be completed correctly on all listings. Should any listing not have this information completed correctly, the listing agent will be notified to have corrected the problem within 24 hours or the listing will be removed from Multiple Listing Service.

Section 1.3 - Exempted Listings: If the seller refuses to permit the listing to be disseminated by the Service, the Participant may then take the listing as an (“office exclusive”) and such listing shall be filed with the Service for information only, but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller that he or she does not desire the listing to be disseminated by the Service.

Section 1.4 - Change of Status of Listing: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller. Under-Contract status must be put in the computer within 24 hours of the signed contract, with the only exception being holidays and weekends.

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

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

Section 1.6 - Contingencies Applicable to Listings: Any contingency or conditions of any term in a listing shall be specified and notice given to the Participants.

Section 1.7 - Listing Price Specified: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

Section 1.8 - Listing Multiple Unit Properties: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

Section 1.9 - No Control of Commission Rates or fees Charged by Participants: The Multiple Listing Service shall not fix control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

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

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

Section 1.11 - Termination Date on Listings: Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and seller.

Section 1.12 - Jurisdiction: Only listings of the designated types of property located within the jurisdiction of the Western Upstate Multiple Listing Service, Inc. are required to be submitted to the Service. Listings of property located outside the MLS's jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service.

Section 1.13 - Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Bylaws, Multiple Listing Service Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Association or Multiple Listing Service (or both) for failure to pay appropriate dues, fees or charges, an Association or Multiple Listing Service is not obligated to provide Multiple Listing Services, including continued inclusion of the suspended Participant's listings from the Multiple Listing Service. The suspended Participant will be advised in writing of the intended removal so that the suspended Participant may advise his or her clients.

Section 1.14 – Listings of Expelled Participants: When a Participant of the Service is expelled from the Multiple Listing Service for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Board Bylaws, Multiple Listing Service Bylaws, Multiple Listing Service Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the Multiple Listing Service shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board or Multiple Listing Service (or both) for failure to pay appropriate dues, fees or charges, a Board Multiple Listing Service is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of expelled Participant's listings from the Multiple Listing Service, the expelled Participant will be advised, in writing, of the intended removal so that the expelled Participant may advise his or her clients.

Section 1.15 - Listings of Resigned Participants: When a Participant resigns from the Multiple Listing Service, the Multiple Listing Service is not obligated to provide services, including continued inclusion of the resigned Participant's listing in the Multiple Listing Service compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Multiple Listing Service, the resigned Participant will be advised, in writing, of the intended removal so that the resigned Participant may advise his or her clients.

Section 1.16 - Remarks: The "remarks" section of the input page is to allow listing agents to provide additional information regarding the listed property to consumer and cooperating agents. Information including, but not limited to, name, phone number, and email address of the listing company, listing agent, or property owner in the public remarks section is not allowed.

Section 1.17 - Photographs: Participants are allowed to insert photographs of listed property directly into the MLS for viewing by consumers and cooperating agents. When doing so, however, listing agents should be careful that no information identifying the listing agent or agency, including agency signs, are included in these photographs.

Section 1.18 – Duplication of Listings: Listings are allowed to be entered more than once in the MLS only if that listing could be considered more than one property class (residential, land, multi-family, or commercial). When a property qualifies for multiple classes, however, that listing may only be entered once into each class.

Section 1.19 – Directions: Agent and office information may not be entered into the directions. If references are made to following office signs in the directions, the notation should read "follow signs" instead of "follow XYZ REALTY signs."

SECTION 2 **SELLING PROCEDURES**

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

- (a) The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- (b) After reasonable effort, the cooperating broker cannot contact the listing broker or his or her representative. However, the listing broker, at the listing broker's option, may preclude such direct negotiations by cooperating brokers.

When specific showing instructions are given by the listing agent as a condition to the offer of cooperation, the MLS participant will comply with such specific instructions.

Section 2.1.1 - Business cards: Business cards of the showing agent are **not** to be left at a property being shown to a customer/client unless specifically requested to do so by the listing broker or seller.

Section 2.1 – Presentation of Offers: The listing broker must present all offers as soon as possible or give the cooperating broker a satisfactory reason for not doing so.

Section 2.2 – Submission of Written Offers and Counteroffers: The listing broker shall submit to the seller all written offers until closing. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

Section 2.3 – Right of Cooperating Broker in Presentation of Offer: The cooperating broker (subagent or buyer agent) or his or her representative has the right to participate in the offer presentation to the seller or lessor of any offer he or she secures to purchase or lease. He or she does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 2.4 – Right of Listing Broker in Presentation of Counteroffer: The listing broker or his or her representative has the right to participate in the presentation of any counteroffer made by the seller or lessor. He or she does not have the right to be present at any discussion or evaluation of a counteroffer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counteroffer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5 – Reporting Sales to the Service: Status changes including sales shall be reported within five (5) days after they have occurred. If negotiations were carried on under Section 2(a) or (b) hereof the cooperating broker shall report accepted offers to the listing broker within twenty-four (24) hours after occurrence and the listing broker shall report them to the MLS within twenty-four (24) hours after receiving notice from the cooperating broker.

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

provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/01)

Section 2.6 – Reporting Resolutions of Contingencies: The listing broker shall report to the Multiple Listing Service within twenty-four (24) hours that a contingency on file with Multiple Listing Service has been fulfilled or renewed, or the agreement canceled.

Section 2.7 – Advertising of Listing Filed With the Service: A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

Section 2.8 – Reporting Cancellation of Pending Sale: The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

SECTION 3 **REFUSAL TO SELL**

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

SECTION 4 **PROHIBITIONS**

Information for Participants Only: Any listing filed with the Multiple Listing Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

Section 4.1 - “For Sale” Signs: Only the “For Sale” sign of the listing broker may be placed on a property.

Section 4.2 - “Sold Signs”: Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 4.3 - Solicitation of Listing Filed With the Service: Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS[®] Code of Ethics, its Standards of Practice and its Case Interpretations.

SECTION 5 **DIVISION OF COMMISSIONS**

Compensation Specified on Each Listing: The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker’s performance as the

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

In filing a property with the multiple listing service of an association of REALTORS®, the participant of the service is making blanket unilateral offers of compensation to the other MLS participants, and shall therefore specify on each listing filed with the service, the compensation being offered to the other MLS participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.* (Amended 11/96)

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

1. by showing a percentage of the gross selling price
2. by showing a definite dollar amount (Amended 11/95)

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

Note 2: MLSs may also, as a matter of local discretion, allow participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS) unless otherwise defined by state law or regulation. (Adopted 5/08)

The listing broker retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of his producing an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95)

Section 5.1 – Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service, and such information shall be disseminated to all Multiple Listing Service Participants.

Section 5.2 – Participant as Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

Section 5.3 – Dual or Variable-Rate Commission Arrangements: The existence of a dual or variable-rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code or symbol as required by the Multiple Listing Service. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to his or her client before the client makes an offer to purchase or lease.

Section 5.4 – Responsibility for Payment of Fee: The listing agent is required to pay the cooperative fee offered through MLS to the procuring cause of the sale to the subagent or buyer's agent (as listing agent designates in the MLS), even when the cooperating agent is referred directly to the owner of the property for showing and negotiations.

Section 5.5 – Disclosure of Short Sales: Participants must disclose potential short sales when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

Section 5.6 – Bonuses and Incentives: All terms and conditions of bonuses or incentives offered to other MLS participants to show, refer, or close a property, whether cash or non-cash,

shall be disclosed in clear and understandable language so that the participant interested in benefiting or receiving the bonus or incentive will have a clear, thorough, advance understanding of all of the terms and conditions of the offer prior to acceptance. Information regarding bonuses or incentives should be placed in the private agent remarks section.

SECTION 6 **SERVICE CHARGES**

Service Fees and Charges: Each Participant shall pay a reasonable monthly service fee to cover general expenses of the Multiple Listing Service. The monthly service fee (the company fee) will be assessed per physical location or branch office, even though there may be one BIC for multiple locations. The monthly participation fee of each participant shall be an amount set by the Board of Directors times each salesperson or licensed or certified appraiser who has access to and use of the service, whether licensed as a broker, salesperson, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such participant. Fees are subject to change by vote of the Board of Directors. All fees are due on the 1st and payable by the tenth (10th) of the current month. Late fees go into effect after the 10th of the month.

(a) When any property is filed with the Multiple Listing Service, a listing filing fee shall be due as set forth from time to time by the Board of Directors.

(b) Listing material and comp books shall be available for all Participants in good standing, and may be picked up at the Multiple Listing Service office with payment being made for the material at the time of receipt.

SECTION 7 **COMPLIANCE WITH RULES**

Compliance with Rules: The following actions may be taken for noncompliance with the rules:

(a) for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the Service shall be suspended until service charges or fees are paid in full.

(b) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

Section 7.1 – Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these rules and regulations and that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

SECTION 8 MEETINGS

The meetings of the Participants in the Service or the Board of Directors of the Multiple Listing Service for the transaction of business of the Service shall be held in accordance with the provisions of Article 7, of the bylaws of the Service.

SECTION 9 ENFORCEMENT OF RULES OR DISPUTES

Consideration of Alleged Violations: The Board of Directors shall give consideration to all written complaints having to do with violations of the Rules and Regulations of the Western Upstate MLS.

Section 9.1 – Violations of Rules and Regulations: If the alleged offense is in violation of Rules and Regulations of the Multiple Listing Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Board of Directors, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided that the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the Association of REALTORS® within twenty (20) days following receipt of the Director’s decision.

(a) Each Participant is responsible for compliance with all Rules and Regulations for himself or herself and for all persons affiliated with him or her who use the Multiple Listing Service.

Section 9.2 - Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association’s bylaws.

Service shall automatically be discontinued until all charges are paid current if Multiple Listing Service fees are unpaid by the end of the month in which they become due.

Section 9.3 – Failure to Comply: When the participant is notified of any violation of rules and regulations of the Western Upstate Multiple Listing Service, the participant will have ten days to become compliant. Failure to comply within ten days of notification of a violation will result in a \$25.00 per day fine for up to 30 days. After the 30 day period ends, possible suspension from the MLS will be considered by the Board of Directors. This applies to the primary office of the participant as well as branch offices.

SECTION 10
CONFIDENTIALITY OF MLS INFORMATION

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

Each participant must accept responsibility for borrowing or accessing the MLS software, online and downloadable, and agreeing that giving the software or login information to a non-participant subjects the participant to the following fines:

- First offense - \$1000.00 fine and service suspended until fine is paid.
- Second offense - \$2000.00 fine and service suspended until fine is paid.
- Third offense – Loss of MLS service.

Section 10.1 – MLS Not Responsible for Accuracy of Information: The information published and disseminated by the Multiple Listing Service is communicated verbatim, without change by the Multiple Listing Service, as filed with the Multiple Listing Service by the Participant. The Multiple Listing Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Multiple Listing Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

SECTION 11
OWNERSHIP OF MULTIPLE LISTING SERVICE COMPILATIONS AND
COPYRIGHTS

By the act of submitting any property listing content to the MLS the participant represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. (Amended 5/06)

Section 11.1 – All right, title and interest in each copy of every Multiple Listing Service Compilation created or copyrighted by the Western Upstate Association of REALTORS[®] and in the copyrights therein, shall at all times remain vested in the Western Upstate Association of REALTORS[®].

Section 11.2 – Each Participant in good standing and a member of this or any other Association of REALTORS[®] shall be entitled to lease from the Western Upstate Association of REALTORS[®], Inc. a number of copies of each Multiple Listing Service Compilation sufficient

to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay, for each such copy, the fee set by the Association.

SECTION 12

USE OF COPYRIGHTED MULTIPLE LISTING SERVICE COMPILATIONS

Distribution: Participants shall at all times maintain control over and responsibility for each copy of any Multiple Listing Service Compilation leased to them by the Association of REALTORS[®], and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the Multiple Listing Service. Use of information developed by or published by the Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and any right of access to information developed or published by an Association Multiple Listing Service where access to such information is prohibited by law.

Section 12.1 – Display: Participants and those persons affiliated as licensees with such Participants shall be permitted to display the Multiple Listing Service Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said Multiple Listing Service Compilation.

Section 12.2 – Reproduction: Participants or their affiliated licensees shall not reproduce any Multiple Listing Service Compilation or any portion thereof except in the following limited circumstances:

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

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

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

Any Multiple Listing Service information, whether provided in written or printed form, provided electronically or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access

to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that an Association or Association-owned Multiple Listing Service has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

**It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable" as used herein should, therefore, be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase.*

Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties, which would be shown to the prospective purchaser.

SECTION 13 **USE OF MULTIPLE LISTING SERVICE INFORMATION**

Limitations on Use of MLS Information: Use of the information from Multiple Listing Service Compilation of current listing information, from the Association's statistical report, or from any sold or comparable report of the Association or Multiple Listing Service for public mass-media advertising by the Multiple Listing Service Participant or in other public representations may not be prohibited.

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

"Based on information from the Western Upstate Multiple Listing Service for the period (date) through (date)."

SECTION 14
CHANGES IN RULES AND REGULATIONS

Amendments to the rules and regulations shall be subject to a final decision and approval by the Board of Directors of the Western Upstate Association of REALTORS[®], Inc.

SECTION 15
ORIENTATION

Any applicant for Multiple Listing Service Participation and any licensee affiliated with an Multiple Listing Service Participant who has access to and use of Multiple Listing Service-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the Multiple Listing Service Rules and Regulations and computer training related to the Multiple Listing Service information entry and retrieval and the operation of the Multiple Listing Service within thirty (30) days after access has been provided.

SECTION 16
INTERNET DATA EXCHANGE (IDX)

IDX affords MLS Participants the option of authorizing display of their active listings on other Participants' Internet Web sites.

Section 16.1 – Authorization: Participants' consent for display of their active listings by other Participants pursuant to these rules and regulations must be established in writing. **If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download or frame the aggregated MLS data of other participants.** Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

Section 16.2 – Participation: Participation in IDX is available to all MLS Participants who are REALTORS[®] and who consent to display of their listings by other Participants.

Section 16.2.1 – Participants must notify the MLS of their intention to establish an IDX site and make their IDX site directly accessible to the MLS for purposes of monitoring ensuring compliance with applicable rules and policies.

Section 16.2.2 – Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction or use of the MLS database.

Section 16.2.3 – Listings or property address of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible Web sites) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

Section 16.2.4 – Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

Section 16.2.5 – Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

Section 16.2.6 – Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide or make any portion of the MLS database available to any person or entity.

Section 16.2.7 – When displaying listing content, a participant’s or user’s IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

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

Section 16.3.1 – Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

Section 16.3.2 – Participants shall *not* modify or manipulate information relating to other Participants’ listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 16.3.3 – All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than the median used in the display of listing data.

Section 16.3.4 – All listings displayed pursuant to IDX shall identify the listing agent and agency.

Section 16.3.5 – Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own Web sites subject to their Participants’ consent and control and the requirements of state law and/or regulation.

Section 16.3.6 – All listings displayed pursuant to IDX shall show the MLS as the source of the information.

Section 16.3.7 – Participants (and their affiliated licensees, if applicable) shall indicate on their Web sites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that data is deemed reliable, but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability.

Section 16.3.8 – Participants shall display at the start of any IDX property search the following disclaimer:

“This information is deemed reliable, but not guaranteed. Neither, the Western Upstate Association of REALTORS[®], Inc. or Western Upstate Multiple Listing Service of South Carolina, Inc., nor the listing broker, nor their agents or subagents are responsible for the accuracy of the information. The buyer is responsible for verifying all information. This information is provided by the Western Upstate Association of REALTORS[®], Inc. and Western Upstate Multiple Listing Service of South Carolina, Inc. for use by its members and is not intended for the use for any other purpose.”

Section 16.3.9 – Participants shall display on each page of displayed search results, the following disclaimer:

“The data relating to real estate for sale on this Web site comes in part from the Broker Reciprocity Program of the Western Upstate Association of REALTORS[®], Inc. and the Western Upstate Multiple Listing Service, Inc.”

Section 16.3.10 – The data consumers can retrieve or download in response to an inquiry shall be limited to six (6) separate searches and retrieve or download up to fifty (50) listings per search in one (1) session.

Section 16.3.11 – The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in this MLS.

Section 16.3.12 – Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLS’. Listings obtained from other sources (e.g., from other MLS’, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

Section 16.4 – Service Fees and Charges: Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. *(Adopted 11/01, Amended 5/05)*

Section 16.5 – Monitoring of Data: It is recommended that the Participating Broker-in-Charge and listing agent review any sites displaying company listings for accuracy and appropriateness.

SECTION 17
MULTIPLE LISTING LOCK BOXES AND KEYS

The Western Upstate Multiple Listing Service of South Carolina has adopted verbatim Part 2H, Section 2, NAR Lock Box Security Requirements, of the 2009 *Handbook on Multiple Listing Policy*.

It is strongly recommended that all Participants use only the electronic lock boxes approved by the Western Upstate Multiple Listing Service, or, at a minimum, use combination lock boxes or such other lock boxes which can be opened only by a method that cannot be readily copied. Physical key lock boxes may not be used. Participants who use combination lock boxes must comply with the following requirements: (1) Combinations must be regularly changed; (2) Participants must report any possible combination compromise to the Western Upstate MLS; and (3) Participants must immediately change all combinations when any possible compromise occurs.

SECTION 18
VIRTUAL OFFICE WEBSITE (VOW)

Section 18.1 (a): A Virtual Office Website (“VOW”) is a Participant’s Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a participant may, with his or her participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the participant’s oversight, supervision, and accountability.

(b) As used in Section 18 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

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

(d) As used in Section 18 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by the Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 18.2 (a): The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of other offices.

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

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

Section 18.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps.

(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 customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the addresses 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 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.

Section 18.4: A Participant’s VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 18.5: 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 pose security obligations greater than those employed concurrently by the MLS.

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

Section 18.6 (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:

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

Initials of seller

(c) 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.

Section 18.7:

(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 Participant's websites. Subject to the foregoing and to Section 18.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 18.8: A Participant's VOW shall maintain a means (e.g., e-mail addresses, 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.

Section 18.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

Section 18.10: Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS[®] 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.

Section 18.11: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

Section 18.12: A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR[®].

Section 18.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purpose of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 18.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 18.15: 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 the listings or fewer than all of the authorized information fields.

Section 18.16: A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Section 18.17: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in the typeface not smaller than the median typeface used in the display of listing data.

Section 18.18: 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 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 other third party.

Section 18.19: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 18.20: A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 18.21: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.