

MLS RULES

12300 W Center St
Milwaukee, WI 53222
P: 414-778-5400

Purpose of MLS

Listing Procedures

- Categories
- Listing agreements accepted
- Listing agreements not accepted
- Optional listings
- Listings subject to rules & regulations
- Detail on listings filed
- Limited Service listings
- Excluded listings
- One party listings
- Change of listing status
- Withdrawal of listing prior to expiration
- Listing price specified
- Listing multiple unit properties
- No compensation specified on MLS listings
- Expiration, extension, and renewal of listings
- Termination of listings
- Jurisdiction
- Listings of suspended participants
- Listings of expelled participants
- Listings of resigned participants
- Loss of license
- Contingencies applicable to listings

Selling Procedures

- Showings and Negotiations
- Presentation of offers
- Submission of written offers
- Reporting sales
- Advertising of listing
- Rebates, bonuses & incentives
- Reporting sales to named exceptions
- Optional reporting of sales of unlisted properties
- Reporting resolutions of contingencies
- Reporting cancellation of a pending sale
- Right of cooperating broker in presentation of offer
- Right of listing broker in presentation of offer

Refusal to Sell

Prohibitions

- Information for participants only
- For sale signs
- Sold and under contract signs
- Solicitation of a listing filed
- Use of the terms MLS and multiple listing service
- Unauthorized access and use
- Administrative support personnel
- Fair Housing Violations

Service Charges

Compliance with Rules

Meetings

Enforcement of Rules or Disputes

- Consideration of alleged violations
- Violations of Rules and Regulations
- Complaints of Unethical conduct

Confidentiality of Information

- Confidentiality
- Service not responsible for accuracy of information
- Public records data

Ownership of MLS Compilations, Databases and Copyrights

Use of Copyrighted MLS Compilations and Databases

- Distribution
- Display
- Reproduction

Use of MLS Information

Virtual Office Websites (VOWs)

Internet Date Exchange (IDX)

Changes to Rules and Regulations

Orientation

MLS Rules

SERVICE

A multiple listing service is a means 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.

LISTING PROCEDURES

SECTION 1.0 – Listing contracts for real or personal property of the following property categories which are listed subject to a real estate broker's license, and which are located in the state of Wisconsin, taken by Participants, shall be submitted via upload or mailed to the MLS, postmarked within one (1) business day, federal holidays excluded. The one (1) business day shall be counted from midnight of the contract date. This requirement takes effect Jan. 1, 2027.

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.

Listings submitted or postmarked subsequent to the one (1) business day limit must have a note of explanation for the late submission attached. Late submissions are subject to liquidated damages (Section 7.0(A)). This requirement takes effect Jan. 1, 2027.

Listings of the following categories must be submitted to the MLS:

Category 1 - Single Family *
Category 2 - Two Family *
Category 3 - Vacant Land **
Category 4 - Multi-Family (up to and including 4 units) *
Category 5 - Condominium *

* The list above includes new, built construction in each category. Representative models in a subdivision or development may be submitted in lieu of submitting all properties listed, however all sales must be reported separately, completely and consistent with Section 2.3.

** Representative lots and parcels in subdivisions may be submitted in lieu of all lots or parcels listed, however all sales must be reported separately, completely and consistent with Section 2.3.

SECTION 1.0(a) –The following types of listing agreements are accepted, unless otherwise noted.

Exclusive Right to Sell Listing - The conventional form of a listing. Seller authorizes broker, as exclusive agent, right to compensate and cooperate with Participants acting as subagents, buyer agents or both. A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s).

Exclusive right to sell listings with named exceptions must be identified when submitted to the Service. Exclusive right to sell listings with named prospects exempted can present special risks of procuring cause controversies and administrative problems.

Exclusive Agency Listing – This agreement authorizes the broker to cooperate with Participants acting as subagents, buyer agents or both but also reserves to seller the general right to sell the property on an unlimited or restrictive basis. This type of listing must be identified when submitted to the Service. A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s). The following types of listing agreements are not accepted:

Open Listings – A contractual agreement under which the listing broker acts as the agent or as the legally recognized non-agency representative of the seller(s).

Net Listings - A Net Listing is a contractual agreement under which a seller(s) or lessor(s) agrees to receive a certain dollar amount for the sale of their property regardless of the sale price. These listings are deemed unethical and are illegal in Wisconsin.

The Multiple Listing Service does not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form is required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

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

Optional Listings - Listings that do not need to be filed with the Service include:

(a) Broker or Sales Associate Owned (subject to the Clear Cooperation Policy as outlined by NAR MLS Policy 8.0)
(b) Industrial
(c) Commercial
(d) Any listing outside the state of Wisconsin

Any property owned by a licensed real estate person or by Participants who are licensed or certified appraisers must be identified as such (“Broker Owned”) when submitted to the MLS.

SECTION 1.1 - LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE: Any listing taken on a contract to be filed with the MLS is subject to the Rules of the Service upon signature of seller(s).

SECTION 1.2 – DETAIL ON LISTINGS FILED WITH THE SERVICE: A listing Agreement and Seller Disclosures (for Delayed and Excluded Listings), when filed with MLS by the listing broker, shall be complete in every detail.

It is the affirmative responsibility of the listing agent to see that required information is accurate and complete to the best of the agent's knowledge. No Participant will allow false or misleading data to be intentionally inserted. To this end, the MLS requires the listing contract to be uploaded for the purpose of comparing and ensuring that the data input into the MLS is factual.

An acceptable primary photograph shall be submitted with all residential listings (Categories one (1), two (2), four (4) and six (6)), unless otherwise instructed in writing by seller. If after seven (7) days no photo is submitted, the MLS will charge the current sanction until a photo is received (section 7.0). Metro MLS members may upload an unlimited number of photos to the service. No personal or business information is allowed on any photo. Photos that contain virtual staging must disclose the existence of the staging in the Public Remarks.

Section 1.2.1 – LIMITED SERVICE AND UNSERVICED LISTINGS: Listing agreements under which the listing broker will <u>not</u> provide one, or more, of the following services:

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

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

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

(d) assist the seller(s) in developing, communicating, or presenting counter-offers;

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

(f) schedule and coordinate the closing and order a title insurance policy.

Limited Service and Un-serviced Listings will be identified with a code ("LS") in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

SECTION 1.3 – EXCLUDED LISTINGS: If the seller directs the agent to exclude the listing from the MLS compilation over concerns of protecting their confidentiality and/or privacy, the Participant may take the listing as an exclusion. Under no circumstances should the Participant and/or Subscriber be directing the Seller to utilize the Exclusion for the purpose of Marketing. Filing of the listing should be as follows:

(a) The listing broker shall submit to the MLS Exclusion Form and Acknowledgement, a copy of the listing contract, the name of the owner, and the listed price. (Refer to Request to be Excluded from Metro MLS on the Metro MLS Forms and Rules page)

(b) Accompanying such notice shall be the written statement signed by the seller indicating his/her request that the subject premises not be published or distributed by the MLS to third party sites, and for the property to not appear in the standard MLS compilation, and signed by the listing broker stating that he/she has explained the benefits of MLS listing to the owner and that despite such explanation and without suggestion of broker, the owner insists upon exclusion of the premises from MLS services. If a property that has been excluded from the MLS compilation is publicly advertised it must be added to the MLS within 1 (one) business day pursuant to the Multiple Listing Service (MLS) Clear Cooperation Policy as outlined by the National Association of REALTORS®. Failure to upload the listing to the compilation within the allotted time will result in the appropriate sanction (MLS Rules Section 7.0)

Excluded listings that have been advertised are ineligible to be entered into the MLS using the Delayed Listing Status.

MLS must be notified via email (admin@metromls.com) or phone (414.778.5400) prior to excluded properties being moved from the Exclusion List and being listed as part of the MLS Compilation. Failure to notify the MLS will result in the appropriate sanction (MLS Rules Section 7.0 A5).

SECTION 1.3.1 – ONE PARTY LISTINGS: If a Participant enters into a “One Party” listing with a seller, that is a listing contract for a specific Buyer or Buyers for one Seller, such a listing must be filed with the Service within 4 months of the property closing as indicated in MLS rules 2.3. Follow the procedures for adding a listing, Include in public remarks “one party listing

SECTION 1.4 – CHANGE OF LISTING STATUS: Any changes in listed price or other change to the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within one (1) business day, federal holidays excluded, after the authorized change is received by the listing broker. This requirement takes effect Jan. 1, 2027. Changes entered into the online computer system, faxed or mailed to the Service shall constitute filing. Late submissions are subject to liquidated damages. (Section 7.0A)

SECTION 1.5 – WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal. Listings withdrawn from MLS by the listing broker still have a valid listing contract and will expire on the date specified in the listing agreement.

Sellers do not have the unilateral right to require that a listing be withdrawn without the listing broker’s concurrence. However, when a seller can document that an exclusive relationship with the listing broker has been terminated, the Service may remove the listing at the request of the seller. The Service will notify the listing broker of such action.

SECTION 1.6 – LISTING PRICE SPECIFIED: The full gross listing price stated in the listing contract shall be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

SECTION 1.7 – 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 Profile Sheet. When part of a listed property has been sold, proper notification should be given consistent with Section 2.3.

SECTION 1.8 – NO COMPENSATION SPECIFIED ON MLS LISTINGS: Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS. Commission, incentives or concession dollar amount offered by the Seller to a cooperating agent may not be displayed anywhere within the MLS compilation. Any offer of commission, incentives or concession dollar amount entered will be removed and a sanction levied based upon the current assessed amount (note: sanction associated with violating this policy is severe).

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 must result in the MLS terminating that Participant's access to any MLS data or data feeds.

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers and clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

SECTION 1.9 – EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS: Any listing filed with the Service automatically expires on the date specified in the exclusive agreement unless renewed or extended by the listing broker prior to expiration. If renewal is obtained before the expiration date of the original listing, but not entered into the system before it expires then the Participant may return the listing to an Active status within two (2) days of expiring in the Service's system and then extend the listing.

Changes entered into the online system, faxed or mailed to the Service shall constitute filing. Any extension or renewal of a listing must be signed by the seller(s). Any listing extended without authorization of the seller shall subject Participant to liquidated damages. (Section 7.0(A)-9)

SECTION 1.10 –TERMINATION DATE ON LISTINGS: Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

SECTION 1.11 – JURISDICTION: Only listings of the designated types of property located in the state of Wisconsin are required to be submitted to the Service. Listings of property located outside the state of Wisconsin shall be accepted if submitted voluntarily by a Participant.

SECTION 1.12 – LISTINGS OF SUSPENDED PARTICIPANTS: When a Participant of the Service is suspended from the MLS for failing to abide by membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the 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 MLS beyond termination

date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board or MLS (or both) for failure to pay appropriate dues, fees, liquidated damages or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS Compilation(s) of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant shall be advised in writing of the removal so that the suspended Participant may advise his clients.

SECTION 1.13 – LISTINGS OF EXPELLED PARTICIPANTS: When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, MLS Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board or MLS (or both) for failure to pay appropriate dues, fees, liquidated damages or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS Compilation(s) of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant shall be advised in writing of the removal so that the expelled Participant may advise his clients.

SECTION 1.14 – LISTINGS OF RESIGNED PARTICIPANTS: When a Participant resigns from the MLS, the MLS is not obligated to provide services including continued inclusion of the resigned Participant's listings in the MLS Compilation(s) of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant shall be advised in writing of the removal so that the resigned Participant may advise his clients.

SECTION 1.15 – LOSS OF LICENSE: Any Participant whose license is suspended by the Wisconsin Real Estate Examining Board shall automatically be suspended from the Service for the term of such suspension.

Any Participant whose license is revoked or not renewed shall immediately be dropped from the Service. The Service is not obligated to provide services to such a Participant and will remove all listings on file with the Service. The Service shall notify the dropped Participant of its actions in writing.

SECTION 1.16 – CONTINGENCIES APPLICABLE TO LISTINGS: Any contingency or conditions of any term in a listing shall be specified and noticed to Participants.

SECTION 1.17 – WRITTEN AGREEMENTS: All MLS Participants working with a buyer must have a written agreement prior to touring a property, unless state law requires an agreement earlier in time.

- Preagency-New written agreement
- Subagency-Provide the disclosure to customer form
- Buyer Agency-Provide the appropriate WB buyer agency agreement

Note: agreement is to be made available to the MLS upon request for the purposes of audit.

SELLING PROCEDURES

SECTION 2.0 – SHOWINGS AND NEGOTIATIONS: Appointments for showings and all negotiations with the seller(s) or lessor(s) for the purchase of the listed property filed with the MLS shall be conducted through the listing broker unless the listing broker gives the cooperating broker specific authority to show and/or negotiate directly.

(a) If after making a reasonable effort, the cooperating broker (subagent or buyer agent) is unable to contact the listing broker (agent) or his representative, the cooperating broker may arrange only a showing directly with the seller and/or tenants. Reasonable effort is defined as follows:

1) The listing broker does not have any answering service or voice mail and the cooperating broker is unable to make telephone contact within twelve (12) hours, or

2) The listing broker does have an answering service or voice mail and there is no telephone response within twelve (12) hours. The cooperating broker shall leave his/her name and phone number and advise that he/she is calling the seller and/or tenant.

In either situation, the cooperating broker may arrange an appointment to show with the seller unless specifically precluded as noted above. Do not put the listing broker in an untenable position with the seller when arranging an appointment.

The listing broker may, at his option, preclude direct contact or negotiations by the cooperating broker (subagent or buyer's agent). Notice of such option being exercised must be submitted to the Service by noting it in the "Showing Instructions" section of a profile sheet, so that it appears in MLS compilations.

The cooperating broker (subagent or buyer agent) must disclose his agency status to the listing broker at first contact with the listing broker (in person, by telephone or in writing).

Showings shall be permitted until an offer has been accepted. That an offer has been received or is pending is no reason to refuse further showings or to refuse to accept subsequent offers. Appointments shall be scheduled as promptly as possible in a cooperative effort between Participants.

All listings with an accepted offer shall be reported to the MLS within one (1) business day as either "Pending", meaning no further showings or offers are being accepted, or "Active with Offer", indicating an offer has been received but further showings and offers are being accepted. This shall apply to all offers except those with a "bump" clause. This requirement takes effect Jan. 1, 2027.

SECTION 2.1 – PRESENTATION OF OFFERS: The listing broker must make arrangements to present an offer as soon as possible, or give the cooperating broker (subagent or buyer agent) a satisfactory reason for not doing so.

SECTION 2.2 – SUBMISSION OF WRITTEN OFFERS: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between seller and the listing broker. Unless the subsequent offer is

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

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

SECTION 2.3 – REPORTING SALES TO THE SERVICE: Status changes, including final closing of sales, shall be reported to the MLS by the listing broker within ten (10) days after they have occurred. Late submissions are subject to liquidated damages (Section 7.0 (A)).

If negotiations were carried on under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within seventy-two (72) hours after occurrence and the listing broker shall report them to the MLS consistent with license law and the provisions of this section.

SECTION 2.4 – 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. Advertising property information of any kind is prohibited by Wisconsin State Statute 452.136 (3) prior to the execution of an agency agreement with a seller. Only REALTORS® who have participated in the transaction as the listing broker or the cooperating broker (selling broker) may claim to have “sold the property”.

SECTION 2.6 – REPORTING SALES TO NAMED EXCEPTIONS: A listing which is sold and closed to a buyer protected (named exceptions) under an expired contract, must be reported to the Service. The listings should be changed to back-on-market and extended to the date of closing. All sold data must be reported consistent with Section 2.3.

SECTION 2.7 – OPTIONAL REPORTING OF SALES OF UNLISTED PROPERTIES: A property which is sold by a Participant but is not listed with a Participant may be reported to the Service at the option of the Participant. A completed property profile sheet and sales data shall be submitted along with written permission from the buyer, authorizing the Participant to submit the data for publication.

SECTION 2.8 – REPORTING RESOLUTIONS OF CONTINGENCIES: The listing broker shall report to the Service within twenty-four (24) hours that a contingency on file with the Service has been fulfilled or renewed, or the agreement cancelled.

SECTION 2.9 – REPORTING CANCELLATION OF A PENDING SALE: The listing broker shall report immediately to the Service the cancellation of any pending sale and the listing shall be immediately reinstated.

SECTION 2.10 – RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER: The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller’s written instructions. This policy is not intended to affect listing brokers’ right to control the establishment of appointments for presentation of offers. Where the cooperating broker is not present during the presentation

of the offer, the cooperating broker can request in writing, and the listing broker must provide, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

SECTION 2.11 – RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER: The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter- offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

REFUSAL TO SELL

SECTION 3.0 – REFUSAL TO SELL: If the seller of any listed property filed with the Service refuses to accept a written offer satisfying all terms and conditions stated in the listing contract, such fact shall be transmitted immediately to the Service. All Participants will be notified by the Service of such refusal to sell.

PROHIBITIONS

SECTION 4.0 – INFORMATION FOR PARTICIPANTS ONLY: Any listing filed with the 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" SIGN: Only the "For Sale" signs of the listing broker may be placed on the property.

SECTION 4.2 – "SOLD" AND "UNDER CONTRACT" SIGNS: Prior to closing, only the "Sold" or "Under Contract" signs of the listing broker shall be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such signs.

SECTION 4.3 – SOLICITATION OF A 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 REALTOR® Code of Ethics, its Standards of Practice and its Case Interpretations.

SECTION 4.4 – USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE: No MLS Participant, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and subscribers. This does not prohibit Participants and subscribers from representing that any information they are authorized under MLS Rules to provide to clients or customers is available on their websites or otherwise.

SECTION 4.5 –UNAUTHORIZED ACCESS AND USE: Participants shall ensure that only those agents who have joined the MLS shall have access to and use of the MLS, its compilation, and

any related services. Agents who have waived access and use SHALL NOT have direct or indirect access to or use of the MLS and the use of the other devices or services provided by the MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any listing information, including statistical, from the MLS. Furthermore, Participants shall ensure that those who have waived access directly or indirectly, in any manner whatsoever information from the MLS to list properties for sale or lease, to identify or locate properties for any potential buyers or lessees and does not participate in listing or sales activity requiring licensure for any properties listed in the MLS.

SECTION 4.6 – ADMINISTRATIVE SUPPORT PERSONNEL: Support Personnel will directly or indirectly access or use the Listing information stored in the MLS solely in support of the Subscriber or Participant. Such access and use include, but are not limited to, direct access to or use of the MLS and the use of the other devices or services provided by the MLS or its affiliated or licensed vendors or suppliers that permit access to and use of any Listing information from the MLS. Support Personnel does NOT use, directly or indirectly, in any manner whatsoever information from the MLS to list properties for sale or lease and does not participate directly, except in support of the Subscriber or Participant, in listing or sales activity for any properties listed in the MLS. Support Personnel complies with the policies contained in the Metro MLS Rules and Procedures as they may from time to time be amended. If it is found that a licensed assistant is using MLS access for personal gain, they will be added as an MLS agent member and will lose the ability to edit other's listings or the ability to be added as an assistant going forward.

SECTION 4.7 – FAIR HOUSING: Language that violates the Fair Housing Act is prohibited from appearing in the MLS compellation under any field. Any listing found to contain violating language will have the agent and supervising broker contacted for removal of said language. Failure to comply with the removal of offending language will result in the Multiple Listing Service removing the offending language and issuing a sanction at the current rate.

SECTION 5.0 – DISCLOSING POTENTIAL SHORT SALES: Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing Participant.

SECTION 5.1 – REQUIRED CONSUMER DISCLOSURE: Disclosure of Compensation: MLS Participants and Subscribers must:

(a) 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).

(b) 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. (Adopted 8/24)

SECTION 5.2 – PARTICIPANT AS PRINCIPAL: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing

of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

SECTION 5.3 – 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.

SERVICE CHARGES

SECTION 6.0 – SERVICE FEES AND CHARGES: The following service charges for operation of MLS are in effect to defray the cost of the Service and are subject to change from time to time:

(a) *Admission Fees*: An applicant for participation shall pay an admission fee of three hundred dollars ($300.00) with such fee to accompany the application.

A Participant who discontinues the Service or who is expelled from the Service for any reason, may reinstate participation in the Service within thirty (30) days of termination upon payment of an admission fee of one hundred and fifty dollars ($150.00) and any other due and payable charges.

(b) *Agent Fees*: The monthly Agent Fee for each Participant shall be thirty-nine dollars ($39.00) times each individual, including the Participant, who has access to and use of the Service, whether licensed as a broker or a salesperson, or a licensed or certified appraiser, who is employed by or affiliated as an independent contractor with the Participant.

Fees for new associates are due immediately upon affiliation with the Participant. Agent Fees for associates whose fees are current shall transfer between Participants. No refunds or pro-rations will be allowed. The MLS Participant (Broker) is responsible for all Agent Fees.

(c) *Listing Fees*: Listings entered into the computer by the Service shall be billable to the Participant at a fee of twenty dollars ($20.00). Listing fees are billed one month in arrears.

Listings submitted to the Service under SECTION 1.3 – EXEMPTED LISTINGS shall be billable to the Participant at a fee of fifty dollars ($50.00). If such a listing is subsequently authorized for publication upon the sale, all property and applicable sales data is submitted to the Service, the Participant will receive a credit of twenty dollars ($20.00).

(d) *Monthly Participant Dues*: The monthly Participant dues shall be thirty dollars ($30.00) per office. Dues are billed for the current month.

(e) *Inactive Status*: A Participant may request, in writing, to become inactive for a period of three (3) to six (6) months for a onetime fee of one hundred and twenty-five dollars ($125). All MLS services, dues and fees will be suspended for such period. REALTOR Board membership must be maintained. No reinstatement fee will apply if reinstatement occurs on or before the agreed to end date of the inactive status.

All fees, dues, maintenance charges and liquidated damages are due and payable upon receipt of an invoice. Notice of past due accounts are sent upon mailing of the next months invoices.

Such notices provide fifteen (15) days to respond and make payment prior to the discontinuance of MLS services. Invoices would now be over forty-five (45) days past due.

A second notice is sent out at this time providing another ten (10) days to respond and make payment prior to MLS membership being terminated. An account is now in excess of sixty (60) days in arrears.

If membership is terminated, the Participant must petition in writing for reinstatement within thirty (30) days, and upon payment of a fee of one hundred and fifty dollars ($150.00) and all past due amounts, services will again be provided. After thirty (30) days the full admission fee will apply.

Participants have the option of a no-cost waiver of MLS fees, dues and charges for any licensee or licensed or certified appraiser who can demonstrate subscription for a different MLS where the Principal broker participates. MLS's may, at their discretion, require that broker participants sign a certification for nonuse of its MLS services by their licensees, which can include penalties and termination of the waiver if violated.

Service Charges may be changed from time to time by the Board of Directors in accordance with the Bylaws. Such changes are not subject to Section 14.0 of the Rules and Regulations. Participants will be notified immediately of any adjustments to the fees and charges.

COMPLIANCE WITH RULES

SECTION 7.0 - By becoming and remaining a Participant or Subscriber in this MLS, each Participant and Subscriber agrees to be subject to the Rules and Regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violation of the rules and other MLS governance provisions.

Discipline that may be imposed may only consist of one or more of the following:

- Letter of warning
- Letter of reprimand
- Attendance at MLS orientation or other appropriate courses or seminars which the Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- Appropriate, reasonable fine not to exceed $15,000
- Probation for a stated period of time not less than thirty (30) days nor more than one (1) year suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years

The following action may be taken for non-compliance with the rules:

- 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

- for failure to comply with any other rule, the provisions of Section 9 shall apply.

(a) Violation	Definition	Liquidated Damages
1. Late/early listings	listings reported to the Service later than 1 business day thereafter and/or failure to upload all required documentation. This requirement takes effect Jan. 1, 2027. If the property has been advertised, the listing may be subject to additional sanctions as outlined under Clear Cooperation	$100 per day
2. Failure to upload required documentation	listings without all necessary documents uploaded to the service later than 1 business day (This requirement takes effect Jan. 1, 2027) (Section 1.2)	$100 per day
3. Late listing with advertising	listings reported to the Service later than 1 business day and/or that have been advertised prior to entry into the system (This requirement takes effect Jan. 1, 2027)	$200 per day MLS reserves the right to double the sanction for those who exhibit a pattern of abuse
4. listing advertised prior to start term	listings that have been advertised prior to the execution of the listing agreement	$200 per day for each day the listing was advertised prior to the contracts execution
5. Non reported excluded listings	failure to submit exclusion form to the Service within 1 business day of listing contract date (This requirement takes effect Jan. 1, 2027)	$100 per day
6. Non reported excluded status changes	failure to notify the MLS of change of status for listings that have been submitted as excluded from the MLS	$100 per day
7. MLS Exclusion Abuse	abusing intended use - privacy and additional confidentiality	$200 per listing

8. Incorrect/incomplete listing information	failure to complete required items on profile sheet/supplying incorrect information on profile sheet or computer which relates to property location, contract dates, or required disclosures	$10
9. Insertion of Inappropriate Information in the Remarks or directions	only information regarding property description or special provisions shall be allowed in the remarks or directions. Concession dollar amounts are not allowed in the MLS, including the remarks	$25 - $100
10. Release of MLS	release or use of MLS compilations for purposes other than stated in the Rules	$500
11. Improper use of MLS information	any improper/unauthorized use of MLS data in violation of MLS Policy	$100/per day/incident MLS reserves the right to increase this sanction
12. Release of Access Security Codes	allowing use by unauthorized individual or general release of access codes and/or passwords	$1000
13. failure to report sold information	failure to report sold information within 5 days of closing	$25/month
14. submittal of false information	intentional insertion or provision of false information	not to exceed $500
15. extension without authorization	extending an expiration date of a listing without written authorization of the seller	$200
16. failure to report changes	failure to report changes in listed price or other changes to the original listing agreement within 48 hours	$10/day
17. failure to report accepted offers	failure to report accepted offers within 48 hours of acceptance as either "Pending" or "Active with Offer"	$25/day

18. failure to submit photo	failure to submit an acceptable photo for listings in the required categories within 7 days of listing (refer to paragraph three, Section 1.2)	$10/day
19. Inclusion of Compensation	Inclusion of compensation being displayed in any part of a listing	$1000/Incident MLS reserves the right to increase this sanction
20. Delayed/Any Misclassification of a listing	regardless of its status where showings and/or ability to submit offers are not being offered to cooperative agents and brokers	*TBD

*Liquidated damages and other related actions for any violation of the "delayed" status (use or nonuse of status, as may be applicable) or for any misclassification of a listing:

i) 1st violation or misclassification (within a 2 year period) will be $200/per day the property has been under contract and not offered for showings and offers to cooperating Agents/Brokers
ii) 2nd violation or misclassification (within 2 year period) will be $400/per day the property has been under contract and not offered for showings and offers to cooperating Agents/Brokers
iii) 3rd violation or misclassification (within a 2 year period) will be suspension of Agent MLS access for a calendar period of 30 days
iv) 4th violation or misclassification (within a 2 year period) will be suspension of Office MLS access for a calendar period of 30 days
v) 5th violation or misclassification (within a 2 year period) will be suspension of Office MLS access for a calendar period of 6 month

21. Clear Cooperation	Failure to file a listing with the service within 1 business day of advertising the listing, when the listing had been excluded from the compilation	**See Below

i) 1st violation (within a 2 year period) will result in a sanction of $1000/day
ii) 2nd violation (within a 2 year period) will result in a sanction of $2000/day
iii) 3rd violation (within a 2 year period) will result in a sanction of $5000/day
iv) 4th violation (within a 2 year period) will result in a sanction of $5000/day and suspension of MLS services for the violating agent for 30 days
v) Continued abuse could lead to suspension of MLS Services for MLS Participant (Broker)

22. Fair Housing	Failure to remove language that violate the Fair Housing Act	***See Below

i) 1st violation will result in a sanction of $1000/day

ii) 2nd violation will result in a sanction of$2500/day
iii) 3rd violation will result in a sanction of $5000/day
iv) 4th violation will result in a sanction of $5000/day along with suspension of violating agent from the MLS for 30 days

(b) For failure to pay any service charges, fees or dues within thirty (30) days of the due date, and provided that at least ten (10) days notice has been given, the services shall be suspended until all service charges, fees, liquidated damages or dues are paid in full.

For failure to pay any service charges, fees, dues or liquidated damages within sixty (60) days of the due date and provided that at least ten (10) days notice has been given, the membership in the Service shall be terminated. Fees applicable to reinstatement or admission to the Service will apply. In addition to unpaid service charges, fees, liquidated damages or dues, members shall also be charged all reasonable costs of collection including actual attorney's fees. Checks returned to the MLS as non-collectible are subject to service charges and legal action.

(c) For failure to comply with any other Rule, the provisions of Section 9.0 and 9.1 shall apply.

(d) Continued violations of any MLS policy may be subject to review by the MLS Review Board which will determine any additional action that may be necessary to resolve the ongoing violation.

MEETINGS

SECTION 8.0 – MEETINGS: The meetings of Participants of the Service or the Board of Directors of the Service for the transaction of business of the Service shall be held in accordance with the provisions of Article 2, Bylaws of the Service.

ENFORCEMENT OF RULES OR DISPUTES

SECTION 9.0 – CONSIDERATION OF ALLEGED VIOLATIONS: The Chief Executive Officer of the Service shall administer and levy liquidated damages in accordance with the Rules and report such action to the Board of Directors. Consideration will be given to all written complaints from Participants having to do with a violation of the Rules and Regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee (Board of Directors).

Liquidated damages for violations will be applied administratively without action of the Board of Directors.

SECTION 9.1 – VIOLATIONS OF RULES AND REGULATIONS: If the alleged offense is a violation of Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or a request for arbitration, it shall be administratively considered and determined by a Committee of the Board of Directors of the Service, and if a violation is determined, the Committee may direct the imposition of a sanction. The recipient of said sanction may, within twenty (20) days following the mailing of the decision, appeal that decision to the full Board of Directors of the Service for a hearing and determination evaluation.

The decision of the Governing Leadership of the MLS shall be final, except that the Participant shall have the right to request a hearing before the Professional Standards Committee of the Participant's designated member Board/Association. However, such a request must be based solely on the grounds that the MLS Governing Leadership has abused its discretion in affirming the penalty. A representative officer from the MLS will represent the MLS at such hearing(s).

Except as provided herein, the procedures shall be consistent with the procedures set forth in the ethics sections of the Code of Ethics and Arbitration Manual of the National Association of REALTORS®.

SECTION 9.2 – COMPLAINTS OF UNETHICAL CONDUCT: All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the presiding Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the association’s bylaws.

CONFIDENTIALITY OF INFORMATION

SECTION 10.0 – CONFIDENTIALITY OF INFORMATION: Any information provided by the Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of the 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 Participant.

Current listing information is deemed non-confidential when Participants prepare an estimate of value for a particular client on a particular property. Such presentation of current listing information must not compromise the seller, whose property is used to estimate a value, in any way.

SECTION 10.1 – SERVICE NOT RESPONSIBLE FOR ACCURACY OF INFORMATION: The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant.

The Service does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. Publication of data does not constitute full disclosure or imply a complete description of subject property.

The Service shall not be liable to the Participant for any failure of the MLS Compilations and Databases or the Service’s computers to (a) contain complete and accurate information, (b) include listings submitted to the Service, or (c) be timely delivered or accessible by the Participant.

SECTION 10.2 – PUBLIC RECORDS DATA: The information published and disseminated by the Service which is procured from WIREdata is communicated as received from local government agencies or their representatives. Neither the Service nor WIREdata verifies the information provided and disclaims any responsibility for its accuracy.

Each Participant agrees to hold harmless the Service and WIREdata against any liability arising from any inaccuracy or inadequacy of the information provided. Publication of data does not constitute full disclosure or imply a complete description of subject property. The public records information is provided for the use of the Participant in their ordinary course of business. It may not be copied in part or in whole or be redistributed except in providing services to qualified buyers and sellers.

OWNERSHIP OF MLS COMPILATIONS, DATABASES AND COPYRIGHTS

SECTION 11.0 – By the act of submitting any property listing content to the MLS the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS Compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to listed property.

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

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

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

To qualify for this safe harbor, the OSP must:

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

4. Have no actual knowledge of any complained-of infringing activity.
5. Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
6. Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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

SECTION 11.1 – All rights, title and interest in each copy of every MLS Compilation created by the Service and copyrighted by the Service and Board(s) of REALTOR®, and in the copyrights therein, shall at all times remain vested in the Service and the Board(s) of REALTOR®. If a WIREdata Corporation or MLS copyright or registration legend appears on any report, document or product, such legend shall not be removed or altered.

SECTION 11.2 – Each Participant shall be entitled to lease by subscription from the Service and Board(s) of REALTOR® a number of copies of each MLS Compilation or access to MLS Databases, sufficient to provide the Participant and each person affiliated as a licensee with such Participant with one copy of such Compilation or access to the Databases. The Participant shall pay, for each such copy or access, the fee set by the Service. Participants shall acquire by such fee only the right to use the MLS Compilations and Databases in accordance with these Rules.

USE OF COPYRIGHTED MLS COMPILATIONS AND DATABASES

SECTION 12.0 – DISTRIBUTION: Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation or access to MLS Databases, leased to them by the Service, 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 by MLS. Use of information developed by or published by MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by MLS where access to such information is prohibited bylaw.

SECTION 12.1 – DISPLAY: Participants, and those persons affiliated as licensees with such Participants, shall be permitted to display the MLS Compilations and Databases to prospective customers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said MLS Compilations and Databases.

SECTION 12.2 – REPRODUCTION: Participants or their affiliated licensees shall not reproduce any MLS Compilations or Databases or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilations and Databases and distribute to prospective customers, a reasonable number of single copies of property listing data contained in the MLS Compilations and Databases which relate to any

properties in which the prospective customers are, or may, in the judgment of the Participants 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 MLS Compilations and Databases, whether provided in written or printed form, provided electronically or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables or statistical information from utilizing such information to support valuations on particular properties for clients or 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.

USE OF MLS INFORMATION

SECTION 13.0 – LIMITATIONS ON USE OF MLS INFORMATION: Information from MLS Compilations and Databases, from statistical reports and from any sold or comparable report of the MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants or were sold by other Participants (either as listing or cooperating broker). This prohibition of advertising includes but is not limited to Social Media Posts and print media advertising *(see Section 7, Sanction 11 for the current Sanction as well as Wisconsin State Statute 452.136).*

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 Board(s) or their MLS must clearly demonstrate the period of time over which such claims are based and must include the following or substantially similar notice:

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

MLS recognizes that part of the data which is entered is confidential business information such as the name, email address and telephone number of the agent/employee/independent

contractor who generated the business for the Participant. In order to encourage Participants to enter this information, MLS agrees to limit the way in which this information can be utilized by other than the Participant and/or agent/employee/independent contractor who is involved. For this reason, all Participants are prohibited from publicly communicating or displaying any information which is derived from an analysis, identification or use of the agent/employee/independent contractor data elements in the MLS database.

VIRTUAL OFFICE WEBSITES (VOWs)

SECTION 14.1:

(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 brokerconsumer 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 14 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 14 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

SECTION 14.2:

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

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

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

SECTION 14.3

(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 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.

SECTION 14.4: 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 14.5: 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 impose security obligations greater than those employed concurrently by the MLS.

SECTION 14.6: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

(a) Expired, withdrawn, delayed or pending ("under contract") listings.
(b) The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
(c) The seller's and occupant's name(s), phone number(s), or e-mail address(es).
(d) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

SECTION 14.7:

(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 to 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 14.7:

(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 Participants' websites. Subject to the foregoing and to Section 14.8, 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 14.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 1 business day following receipt of a communication from the listing broker explaining why the data or information is false. This requirement takes effect Jan. 1, 2027. 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 14.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

SECTION 14.10: Except as provided in these Rules 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 14.11: 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 14.12: 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, and whether the listing broker is a REALTOR®.

SECTION 14.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS Rules or policies.

SECTION 14.14: 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 14.15: 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 of the listings or fewer than all of the authorized information fields

SECTION 14.16: 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 “Information supplied by seller and other third parties and has not been verified” A Participant’s VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

SECTION 14.17: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

SECTION 14.18: A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than one hundred (100) current listings and not more than one hundred (100) sold listings in response to any inquiry.

SECTION 14.19: A Participant shall require that Registrants’ passwords be reconfirmed or changed every ninety (90) days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.

SECTION 14.20: 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.

SECTION 14.21: 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 14.22: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

SECTION 14.23: 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 one (1) business day. This requirement takes effect Jan. 1, 2027.

INTERNET DATA EXCHANGE (IDX)

SECTION 15.0 – IDX DEFINED: IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings.

SECTION 15.1 – AUTHORIZATION: Participants' consent for display of their listings by other Participants, including Participants of MLSs who are participating in the Wisconsin Real Estate Exchange (WIREX), pursuant to these Rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display, either on a blanket or on a listing-by-listing basis.

If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or link to the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display or other electronic forms of display or distribution.

Participants retain all rights of ownership and display with regard to their own listings.

SECTION 15.2 – PARTICIPATION: Participation in IDX is available to all Participants who are engaged in real estate brokerage and who consent to the display of their listings by other Participants.

SECTION 15.2.1 – NOTIFICATION: Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring and ensuring compliance with applicable Rules and policies.
All IDX sites, except for MLS-provided generic IDX site options, must be approved by the MLS prior to the establishment of an ongoing data feed.

SECTION 15.2.2 – SECURITY AND CONTROL: MLS Participants may not use IDX-provided listings for any purpose other than display on their web sites. This does not require Participants to prevent indexing of IDX listings by recognized search engines.
Any web site used by a Participant for publication of MLS Content must be controlled by the IDX Participant and clearly identified as the Participant's web site. The term controlled means that the operation, hosting and web site consultant(s) are directly responsible to the Participant.

SECTION 15.2.3 – EXCLUSIONS: Listings, including property addresses, can be included in IDX displays except where a seller has 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 or VOWs) or other electronic forms of display or distribution.

SECTION 15.2.4: Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown, etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), 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 through IDX must be independently made by each Participant.

Participants excluding listings from their IDX site shall not represent in any manner that "all listings" are available on their web site.

SECTION 15.2.5 – TIMELY UPDATES: Participants must refresh all MLS downloads automatically fed by those downloads at least once every twelve (12) hours.

SECTION 15.2.6 – REDISTRIBUTION: Except as provided in the MLS 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, for any other purpose. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules.

SECTION 15.2.7 – BROKER IDENTIFICATION: Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 15.2.8 – COMMENTS AND ESTIMATES OF VALUE: Any IDX site 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 a hyperlink to such estimate, in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants’ web sites. Except for the foregoing and subject to Section 15.2.9, a Participant’s IDX site may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller.

SECTION 15.2.9 – ACCURACY: Participants shall maintain a means (e.g. e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the IDX site. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice or professional judgment.

SECTION 15.2.10 – MANIPULATION OF OTHER PARTICIPANT LISTINGS: Participants shall not modify or manipulate information relating to other participants listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

SECTION 15.3 – CONTENT: Except for the listings of the Participant, all listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS and as defined in the IDX Dataset Definition. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g. showing instructions, property security information, etc.) may not be displayed on IDX sites. All listings displayed

pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

Listings displayed shall contain the minimum, but no more than the maximum, information as defined in the IDX Dataset Definition, as may be modified from time to time by the MLS.

SECTION 15.3.12 – DISPLAY OF DELAYED EXPIRED PENDING and SOLD LISTINGS: Display of delayed expired and withdrawn is prohibited. Pending and Sold listings being displayed on IDX sites are limited to 1 (one) photo.

* Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited.

SECTION 15.4 – LISTING BROKER IDENTIFICATION: All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location readily visible color and typeface not smaller than that used in the display of listing data.

Any display of another Participant’s listing in search results or full listing format shall identify the listing firm immediately adjacent to the property information. The type shall be at least as large as the type used to describe the property.

SECTION 15.5 – DISPLAY BY AGENTS: Non-principal brokers and sales licensees affiliated with Participants may display information available through IDX on their own Web sites by framing the Participant’s IDX site, subject to their Participant’s consent and the requirements of state law and/or regulation.

SECTION 15.6 – DISCLAIMERS: Participant’s web site must credit Multiple Listing Service, Inc. as the source of other Participants’ listings appearing on the IDX web site.
All listings displayed pursuant to IDX shall show a statement disclaiming any liability for the accuracy of the data. The disclaimer shall be in a form approved in writing by the MLS. The following disclaimer has been approved. “*Information is supplied by seller and other third parties and has not been verified.”*

The following copyright statement must appear at the bottom of each such listing - “*Copyright 20xx – Multiple Listing Service, Inc. – All Rights Reserved*”

Participants shall not make any statements or display graphics on their web site that implies the Internet viewer is “searching the MLS” or otherwise accessing or viewing the multiple listing service (MLS).

SECTION 15.7 – DATA ACCESS AND USE LICENSE: Participants shall indicate on their web sites that IDX information is provided exclusively for consumers’ personal, non-commercial use and that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

SECTION 15.8 – DOWNLOAD AGREEMENT: Participants may not transfer information from the MLS for any purpose, including republishing on the Internet, without executing a Download Agreement provided by the MLS.

The MLS shall have the right at any time and at their sole discretion to terminate the Participant's right to transfer information, upon written notice to the Participant. Transmittal of such notice to the Participant shall constitute delivery of said notice to any consultant.

SECTION 15.9 – END USER AGREEMENT: All IDX sites are subject to ongoing compliance auditing by the MLS.

Changes to an IDX site necessary to cure a violation of MLS Rules must be accomplished within ten calendar ten (10) days of the transmittal of notice from the MLS of such violation.

Violations may subject a Participant to liquidated damages, including but not limited to the immediate termination of the download agreement to receive or republish the IDX information.

IDX Rules are in addition to all other adopted MLS Rules and Regulations of the MLS.

SECTION 15.10 – SERVICE FEES AND CHARGES: Service fees and charges for participation in IDX shall be as established by the Board of Directors.

CHANGES TO RULES AND REGULATIONS

SECTION 16.0 – CHANGES TO RULES AND REGULATIONS: Amendments to the Rules and Regulations of the Service shall be by consideration and approval of the Board of Directors of MLS, in accordance with the provisions of Article III, Section 3.07, Bylaws of the Service.

Service Fees and Charges as set forth in Section 6.0 may from time to time be changed by action of the Board of Directors of the Service in accordance with the Bylaws and are not subject to the provisions of this section.

ORIENTATION

SECTION 17 – ORIENTATION: Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to the and use of MLS- generated information may complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related MLS information entry and retrieval and the operation of the MLS within thirty (30) days after access has been provided.

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

******