LERA MLS Rules and Regulations

Table of Contents

Introduction 4
Section 1: Authority 4
Section 2: MLS Statement of Purpose 4
Section 3: Participation 5
Policies 7
Section 1: Listing Procedures 7
Section 1.1: Listings Subject to Rules and Regulations of the Service 9
Section 1.2: Listing Submission Deadlines 9
Section 1.3: Detail on Listings Filed with the Service 9
Section 1.4: Multiple Listing Options for Sellers 11
Section 1.5: Change of Status of Listing 12
Section 1.6: Withdrawal of Listing Prior to Expiration 12
Section 1.7: Listing Price Specified 13
Section 1.8: Listing Multiple Unit Properties 13
Section 1.9: No Control of Commission Rates or Fees Charged by Participants 13
Section 1.10: Expiration of Listings 13
Section 1.11: Termination Date on Listings 13
Section 1.12: Voluntary Listings 13
Section 1.13: Listings of Suspended Participants 14
Section 1.14: Listings of Expelled Participants 14
Section 1.15: Listings of Resigned Participants 14
Section 1.16: Property Addresses 15
Section 1.17: Documentation 15
Section 1.18: Accuracy of Listing Data 15
Section 1.19: Repeat Offender Policy 15
Section 1.20: Adjacent Lot(s) and Separate County Account Numbers 16
Section 1.21: Listing Parcels Pending Subdivision and CAN Assignment 16
Section 2: Clear Cooperation Policy 16
Section 2.1 Private Listing Database 17
Section 3: Unauthorized Entry 18

Section 4: Selling Procedures 18
Section 4.1: Reporting Sales to the Service 19
Section 4.2: Reporting Sales Price 19
Section 4.3: Reporting Resolutions of Contingencies 19
Section 4.4: Advertising of Listing Filed with the Service 20
Section 4.5: Reporting Cancellation of Pending Sale 20
Section 5: No Compensation Specified on MLS Listings 20
Section 5.1: Compensation Notice 21
Section 5.2: Required Consumer Disclosure 21
Section 5.3: Disclosing Potential Short Sales 21
Section 5.4: Written Buyer Agreement 21
Section 5.5 Participant as Principal 22
Section 5.6 Participant as Purchaser 22
Section 6: Prohibitions 22
Section 6.1: For Sale Signs 22
Section 6.2: Sold Signs 22
Section 6.3: Solicitation of Listing Filed with the Service 23
Section 6.4: Services Advertised as “Free” 23
Section 6.5: No Filtering on Listings 23
Section 7: Refusal to Sell 24
Section 8: Service Charges 24
Section 9: Compliance with Rules 25
Section 9.1: Compliance with Rules 26
Section 9.2: Applicability of Rules to Users and/or Subscribers 26
Section 9.3: MLS Participation by Brokers Acting as Agents of Potential Purchasers 26
Section 9.4: Merger or Dissolution of Association or MLS 27
Section 10: Meeting of Board of Managers & Committees 27
Section 10.1: Meetings of MLS Participants 27
Section 10.2: Conduct of the Meetings 27
Section 10.3: Committees 27
Section 10.4: Removal 27
Section 10.5: Changes in Rules and Regulations 27
Section 11: Consideration of Alleged Violations 28
Section 11.1: Violations of Rules and Regulations 28
Section 11.2: Arbitration of Disputes 28

Section 12: Complaints of Unethical Conduct 29
Section 12.1: Complaints of Unauthorized Use of Listing Content 29
Section 12.2: MLS Rules Violations 30
Section 13: Confidentiality of MLS Information 30
Section 13.1: MLS Not Responsible for Accuracy of Information 30
Section 14: Ownership of MLS Compilation of Copyright 30
Section 14.1: Work Made for Hire 32
Section 14.2: Lease of Complications 32
Section 15: Use of Copyrighted MLS Compilation 32
Section 15.1: Display 32
Section 15.2: Reproduction 33
Section 16: Use of MLS Information 33
Section 17: Standards of Conduct for MLS Participants 34
Section 18: Internet Data Exchange (IDX) 37
Section 19: Virtual Office Website (VOW's) 42
Appendix A: Artificial Intelligence (AI) Policy 50
Change Log 56

Introduction

Section 1: Authority

The MLS System is operated under the supervision of the MLS Board of Managers in accordance with the Bylaws of the LERA MLS, LLC The MLS System is sometimes referred to in these Rules and Regulations as the MLS, Multiple Listing Service, and/or the Service. For additional information, see the LERA MLS Glossary of Terms & Fields (found at https://leramls.com/wp-content/uploads/2025/09/MLS-rules-and-regulations.pdf and in connect MLS which are incorporated herein by reference

Section 2: MLS Statement of Purpose

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. (Amended) M.

MLS Antitrust Company Policy
The purpose of multiple listing is the orderly correlation and dissemination of listing information to participants so they may better serve the buying and selling public. LERA MLS, Boards, and associations of REALTORS® and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with participants in their relations with each other, in their broker/client relationships, or in the conduct of their business in the following areas.

LERA MLS, Boards and associations of REALTORS® and their MLSs shall not:

- Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services (Interpretation 14).
- Fix, control, recommend, or suggest the cooperative compensation offered by listing brokers to potential cooperating brokers.
- Base fees, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new participants.
- Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.

- Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
- Prohibit or discourage participants from taking exclusive agency listings or refusing to include any listing in an MLS compilation solely on the basis that the property is listed on an exclusive agency basis.
- Prohibit or discourage participants from taking "office exclusive" listings; certification may be required from the seller or listing broker that the listing is being withheld from the MLS at the direction of the seller.
- Give participants or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other participants (Interpretation 10).
- Establish, or permit establishment of, any representational or contractual relationship between an MLS and sellers, buyers, landlords, or tenants.
- Prohibit or discourage cooperation between participants and brokers that do not participate in the MLS.
- Prohibit or discourage participants or subscribers from participating in political activities (Interpretation 15).
- Interfere in or restrict participants in their relationships with their affiliated licensees (Interpretations 16 and 17).

As used in this policy, "rule" includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not. "Multiple listing service" and "MLS" means separately incorporated multiple listing services owned by one or more boards or associations of REALTORS® These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by an MLS or board or association of REALTORS® and an agency of government, and to final decrees of courts or administrative agencies.

This policy does not prohibit boards or associations of REALTORS® or their MLSs from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.
It is the duty and responsibility of all boards and associations of REALTORS® and MLSs owned by or controlled by boards or associations of REALTORS® to ensure that all bylaws, rules, regulations, and other governance provisions comply with all mandatory multiple listing policies of the NATIONAL ASSOCIATION OF REALTORS®. Boards and associations of REALTORS® failing to conform with these policies will be required to show cause why their charters should not be revoked.
The numbered references refer to the official interpretations of Article I, Section 2 of the bylaws of the NATIONAL ASSOCIATION OF REALTORS®. (Amended 11/04) M

Section 3: Participation

Any REALTOR® member of any Board or any nonmember broker who is a principal, partner, or corporate officer, or branch manager acting on behalf of the principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no

circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current valid real estate broker's license and are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. ** Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients.

Use of information developed by or published by an Multiple Listing Service 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 an Multiple Listing Service where access to such information is prohibited by law.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperates means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS shares information on listed property, and makes property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients, and/ to cooperate "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the Participant or Potential participant cooperates with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their client(s). This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to cooperate. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. (Adopted 11/08) M

Policies

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 service area of the Multiple Listing Service, and are taken by participants shall be delivered to the Multiple Listing Service within 72 hours after all necessary signatures of seller(s) have been obtained or within 1 business day after publicly marketing of the property, whichever is earlier: (Amended 11/17)

The types of properties that are required to be published through the Service:

- Single Residential
- Residential Rentals
- Condominiums
- Multi-Family
- Lots and Acreage
- Commercial Improved
- Commercial Land/Unimproved
- Farm and Ranch

Types that may be filed with the 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 are: 1. Commercial leases 2. New construction: Note: If a vacant lot can only be sold with improvement, the property should be listed reflecting total price of lot and improvement as residential or applicable type. Listings to be placed in MLS shall be taken as an Exclusive Right To Sell, Exclusive Right to Lease, or Exclusive Agency. Net Listings and open listings are not acceptable.

Note 1: Only real property may be listed for sale in the MLS. Mobile homes listed for sale must include the land; without the land it is considered chattel. A business listed for sale must include the building and land; without the building and land it is considered personal property. Only real property may be sold through the MLS.

Note 2: The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a "property data form" may be required as approved by the Multiple Listing Service. However, the multiple listing service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants

- assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

Note 3: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Note 4: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. M

1. The listing agreement must include the seller's written authorization to submit the agreement to Multiple Listing Service. (Amended 11/96)

2. The multiple listing service shall accept exclusive right-to-sell and Lease listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to cooperate with other Participants of the multiple listing service acting as subagents, buyer agents, or both. (Amended 8/24)

The exclusive right to sell listing is the form of listing submitted to the Multiple Listing Service in that the seller authorizes the listing broker to cooperate with other brokers in the sale of the property. (Amended 8/24)

The exclusive agency listing authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property 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 by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations. (Amended 4/92)

The service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted, except where required by law. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. (Amended 8/24)

Section 1.1: Listings Subject to Rules and Regulations of the 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)

Section 1.2: Listing Submission Deadlines

Listing types required to be filed by the Service should be filed within (72) hours or (3) days of commencement of fully executed listing agreement or within 1 business day after publicly marketing of the property, whichever is earlier.

Listing must be inputted into the system within 72 hours of commencement of fully executed listing agreement. A fine of $500 will be assessed for failure to submit a listing within 72 Hours.

Section 1.3: 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. The previously mentioned 72 hour and/or 1 business day rules shall apply to listings being submitted to the GLD and the PLD.

(a) Accurate information shall be information relative to the promotion of the property and shall not include listing office/agent or other company promotion. Therefore; all phone & fax numbers, URLs (including websites and virtual tours), email addresses, and Company, Broker, and Agent names are not permitted in the Public Remarks field.

(b) A minimum of four photos shall be submitted to the MLS for each listing entered in the GLD as a requirement except where sellers expressly direct that photographs of their property not appear in the MLS compilation. The photo shall be descriptive of what is being sold. A plat or survey of the property being sold or an artist rendering may be submitted in lieu of a photo. Digital images shall not contain digitally enhanced modifications that alter or misrepresent the condition or appearance of the listed property's structure or grounds included in the sale or lease. (e.g. adding or modifying a swimming pool or landscaping, removal of objects such as powerlines, utility boxes, fire hydrants etc.) Digital images may include the use of virtual staging which is limited to the addition of furnishings and wall décor that would otherwise be considered personal property and not conveyed in the sale of the property. Digital images and photographs submitted to the MLS, for a listing, shall not include any person within the image or photograph. Participants shall indicate by selecting virtually staged option on the pick list under photo description if home was virtually staged. Photos submitted may not include signs or other identification of the Brokerage and/or Agent or contact phone numbers and shall not violate any copyright laws.

Photographs published in MLS cannot be copied from listings from one brokerage and added to another brokerage listings without written authorization. A minimum fine of $100 will be assessed and photos will be removed.

(c) Tour/Open House Remarks. Phone & fax numbers, URLs (including websites and virtual tours), email addresses, Company, Broker, and Agent names, are not permitted in the Tour/Open House Event Comments field.

(d) Directions. The Directions field must contain driving directions that any reasonable, prudent person can use to locate the listed property. If directions are to a model home or sales office, the Participant must specify this information in the directions field. “Call Agent” and “See Key Map” and similar phrases not delivering actual directions shall not be entered in the directions field. Contact information such as names, phone numbers, email addresses, web site addresses shall not be entered in the Directions field. The Directions field is intended for directions to the property only.

(e) Virtual Tour Hyperlinks (URL): Virtual tours submitted to the MLS shall comply with the following guidelines:

(i)The primary focus of the tour shall be of the subject property.

(ii) The virtual tour content must be limited to information describing the listed property. The virtual tour may not include contact information (including names, phone numbers, email addresses, or website addresses) or promotion of any closing service provider or other peripheral service, with the exception of the listing firm’s name. This requirement applies solely to the virtual tour itself and not to other content that may appear elsewhere on the hosting website (excludes a description related to the Virtual Tour).

(iii)The tour must be hosted on an Internet accessible server from which a MLS Participant can retrieve the tour by selecting that tour’s hyperlink.

(iv)The tour or any accompanied audio descriptions shall not include any contact information such as names, phone numbers, email addresses, web site addresses, agent photographs, logos or promotion for a closing service provider or any other peripheral service, with the exception of the listing firm’s name.

(v)By submitting the tour, Participants are representing to the MLS that the Participant has all legal rights to allow the display of the tour in the MLS and that the MLS in turn has all legal rights to redistribute the tour hyperlink as a part of the MLS compilation.

(f) A property listed within the MLS’s 13-county service area, Participants and subscribers must use the school options provided in the MLS lookup tables when entering school information. The entry of “Call District” shall not be permitted when a corresponding school option is available. “Call District” may be used only in exceptional cases where school information is unavailable.

Section 1.4: Multiple Listing Options for Sellers

Office Exclusive: Where the seller has directed the listing broker to not publicly market their property and to not disseminate it through the MLS to other MLS Participants and Subscribers, the Participant may then take the listing as an office exclusive exempt listing and such listing shall be filed with the MLS, subject to its local filing rules, but not disseminated to other MLS Participants and Subscribers.

Delayed Marketing: Where the seller has directed the listing broker to delay the public marketing of that listing through IDX and syndication for 30 days. A delayed marketing listing shall be filed with the MLS, subject to its local filing rules, and disseminated to other MLS Participants and Subscribers. The listing broker shall not be precluded from marketing the delayed marketing exempt listing in a manner consistent with their seller's choice.

Requirements and responsibilities for both the listing agent and the seller when selecting the Delayed Marketing option.

1. Enter the listing into the Private Listing Database (PLD).
2. In the listing input field Delayed Marketing under Office and Sales, select Yes indicating that you are selecting Delayed Marketing.
3. Enter the date when the listing will be transitioned to the GLD in the listing input field, Expected Date to General. The date you enter cannot exceed 30 calendar days.
4. Upload the "Owner(s) Authorization to Exclude Listing from the MLS" form to the Documents page of the listing and set the document security to Public.
5. As the transition date approaches, ensure the listing is moved from the PLD to the GLD on the specified date.

Exempt Listing Disclosure: The filing of an exempt listing (office exclusive or delayed marketing) with the MLS must be pursuant to a certification signed by the seller and obtained by the listing broker.

The certification (e.g., an "Owner(s) Authorization to Exclude Listing" form) must include:

- Disclosure of the professional relationship between the Participant and the seller;

- Acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, including broad and immediate exposure of their listing through the MLS; and

- Confirmation of the seller's decision that the listing will not be publicly marketed and disseminated by the MLS as an office exclusive listing, or that the listing will not have immediate public marketing through IDX and syndication as a delayed marketing listing.

Notwithstanding the foregoing, if a listing subject to an Owner(s) Authorization to Exclude is publicly marketed in any manner, the listing must be submitted to the Service within one (1) business day of such public marketing in accordance with the Clear Cooperation Policy described herein.

Multiple Listing Options for Sellers requirements apply only to listing types that are subject to mandatory submission pursuant to the MLS local rules. M (Amended 8/25)

Note 1: The Multiple Listing Options for Sellers policy is designed to give consumers greater choice and flexibility in marketing their homes for sale. Each MLS has the unfettered local discretion in determining what is most suitable for their marketplace regarding a Delayed Marketing Exempt listing which includes adopting "0" days to not implement the Delayed Marketing aspects of the Multiple Listing Options for Sellers policy.

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 2, Clear Cooperation. M

Section 1.5: Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service within twenty-four (24) hours (excepting weekends, holidays, and postal holidays) after the authorized change is received by the listing broker. The status of a listing cannot be changed for the exclusive purpose of re-listing the property as "new". A property will only be listed as "new" in the GLD when a seller has entered into a subsequent listing agreement or if it has transitioned from the PLD.

Section 1.6: Withdrawal of Listing Prior to Expiration

(a) 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. This would indicate that the property is not being shown; however, a legal listing agreement still exists.

(b) Cancelled - Sellers do not have the unilateral right to require an MLS to withdraw a listing without the broker's concurrence. However, when a seller (s) can document that his exclusive relationship with the listing broker has been terminated, the Broker or the Multiple Listing Service may remove the listing at the request of the seller. In such event the listing will be reported as expired/cancelled indicating that a legal listing agreement no longer exists. (Amended 11/96) M

(c) Contingencies Applicable to Listings: Any contingency or conditions of any term in a listing shall be specified and noticed 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, in the GLD unless the property is subject to auction. A list price is optional while a listing is in the PLD, but will be required if said listing is transitioned into the GLD. (Amended 11/92) M

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 nonparticipants. M

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 receives notice that the listing has been extended or renewed. (Amended 11/01) M

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). (Amended 11/01) M

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 the seller. M

Section 1.12: Voluntary Listings

Only listings of the designated types of property located within the service area of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's service area, provided that the property is within the state of Texas, will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. Once listing is submitted it is subject to all MLS Rules and Regulations. (Amended 11/17) M

Note:– Days on market (DOM) and cumulative days on market (CDOM) are tracked in the GLD and made available to Participants/Subscribers, neither it nor any information from which it may be determined (such as the current list date, or prior list and expiration dates) shall be classified as confidential, nor may participants be prohibited from making such information available to clients or customers pursuant to the same rules governing dissemination of other non-confidential data fields. Classification as non-confidential does not authorize inclusion of such information in advertisements, including IDX display, of other participants' listings.

Section 1.13: Listings of Suspended Participants

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

Section 1.14: 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 LERA MLS bylaws, MLS rules and regulations, or other participant obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS 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 MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from a Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, LERA MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients. M

Section 1.15: Listings of Resigned Participants

When a Participant resigns from the MLS; the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's

listings from the MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients. M

Section 1.16: Property Addresses

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (Amended 05/21) M

Section 1.17: Documentation

MLS Committee or staff may require supporting documentation, when a Participant/Subscriber is seeking the waiver of a fine for a violation that was originally reported by another Participant/Subscriber, and Participant/Subscriber shall deliver the same within one (1) business day of the MLS Committee or staff's request.

Section 1.18: Accuracy of Listing Data

Participants and subscribers are expected to provide accurate and reliable listing information. Property details, including but not limited to property address, square footage, lot size, and year built, should align with the County Appraisal District (CAD). If listing data differs from available public records, additional documentation may be required to support the variance. It is the responsibility of the listing agent to ensure that listing information is as accurate as possible and to update or correct any known discrepancies in a timely manner. M

All listings must contain correct and complete information in the required fields. A minimum $100 for a 1st offense with a minimum of $100 for subsequent offenses is the established guideline.

Notification of listings verified by the "listing checker program" will be sent via email. Fines will be assessed after failure to correct the error within 48 hours after the 1st notification to Broker/Agent/Mgr.

Section 1.19: Repeat Offender Policy

This policy applies to all listing violations outlined in these Rules and Regulations and affects any Participant or Subscriber who repeatedly violates the same rule within a single calendar year. If Participant or Subscriber incurs more than one fine for the same rule violation within a year, the escalation process will be enacted upon the second fined violation. (Adopted 01/25)

Infraction and Escalation Guidelines:
1st Infraction:

- A fine will be imposed on the offender in accordance with the rule they have violated.

2nd Infraction:

- A fine will be imposed on the offender in accordance with the rule they have violated.
- The offender must complete an MLS course on Listing Input within 30 days of the fine being issued. Failure to meet this requirement within the allotted time will result in referral to the MLS Committee for potential suspension of MLS services.

3rd Infraction:

- A fine will be imposed on the offender in accordance with the rule they have violated.
- If the offender is a subscriber, their participant will also be subject to a fine equal to that imposed on the subscriber.
- The Offender will be directed to the MLS Committee for potential suspension of MLS Services.

Section 1.20: Adjacent Lot(s) and Separate County Account Numbers

In circumstances where a Single Residential Property that contains one or more adjacent lot(s) with a separate County Account Numbers (CANs), the property and each of the adjoining lots may be input into the MLS individually as a Single Residential and Lots & Land, and/or as a single listing of the combined adjacent properties. Upon closing, the listing(s) will be closed in the MLS according to the property's method of sale (either individual parcel(s) or the combined adjacent properties). Any other listing of the property(ies) must be marked as cancelled or expired within three (3) days from closing.

Section 1.21: Listing Parcels Pending Subdivision and CAN Assignment

For Lots & Acreage, Farm & Ranch, and Commercial Unimproved class, if a property is being split into multiple pieces and new CAN#/Geographic IDs have not yet been issued by the county, these listings may be entered into the MLS provided: a) the CAN# field is left blank; b) the Public Remarks include the specific dimensions or acreage of the property being offered (not the entire parcel); c) the Public Remarks include the existing CAN# for the larger parcel; and d) the photos of the property include an aerial photo, map, or survey of the property displaying the boundaries and measurements of the property being offered in relation to the currently existing parcel as a whole.

Failure to comply with all the requirements above may result in a fine of $100.00.

Section 2: Clear Cooperation Policy

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. M

*For the purpose of this Section, the term listing refers to residential single family, condominium, and multi-family class listings of properties within LERA MLS' 13 county region only.

Single Family, Condominium, and Multi-Family (2-8 Units) listings must be entered into either the system's General Listing Database or Private Listing Database within 1 business day of public marketing. Violations of this rule shall result in a fine of $200 for the first occurrence, $300 for the second occurrence, and $400 for the third occurrence and each occurrence thereafter.

> **Note:** Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1: Listing Procedures and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants. M

Section 2.1 Private Listing Database

The LERA MLS's Private Listing Database ("PLD") is a tool for Participants to provide listings with minimal property information field. Only listings with an exclusive right to sell or exclusive agency agreement may be placed in the PLD.

PLD listings may be viewed exclusively by Participants of LERA MLS system and are not included in LERA IDX/Broker Reciprocity Program, client emails or feeding to syndication sites. The listing agent must approve and/or be contacted for approval to share information about the property with clients.

Active PLD listings are automatically made available in VOW data feeds. If an owner has explicitly stated that they would not like the listing to be provided in a VOW feed, they would need to provide LERA MLS with an Owner's Authorization to Exclude form.

There is no specified time period for listings included in the PLD, provided the timeframe chosen is within the parameters of the listing agreement. PLD listings with Delayed Marketing are the exception. There is a 30-day time limit on those listings. Listing History is maintained on PLD listings, while many other MLS system functions, including but not limited to market time accrual, saved searches, prospecting, and inclusion in statistical data are not available on PLD listings.

PLD listings can be transitioned to the General Listing Database ("GLD") at the direction and discretion of the listing agent/seller to be able to utilize the GLD's expanded functionality. There is no system functionality for transitioning a listing from GLD to PLD. The PLD offers status options of Active-Private, Under Contract-Private,

Cancelled-Private, Expired-Private, or Sold-Private. When changing a listing to Sold-Private, sales price disclosure is optional.

Once a listing is in the GLD (either direct entry or after transition from PLD), cancelling and relisting in the PLD is prohibited.

Section 3: Unauthorized Entry

Unauthorized entry to a listing is a finable offense. The fine shall be $500.00 for the first offense and $1,500.00 for the second offense.

"Unauthorized entry to a listing" includes, but is not limited to, any of the following:

1. Entering the listed property at times outside of the agreed upon window; and/or
2. Entering the listed property without a scheduled and approved entry window (if instructions require approval); and/or
3. Entering the listed property for a reason other than the professional purpose under which the entry window was agreed to by the parties; and/or as determined by the Board of Managers.

Sharing of electronic keys, access code, or any other manner of entry including but not limited to sharing of devices having eKEY apps, is a fineable offense. The fine shall be $1,000.00 for the first offense and $2,500.00 for the second offense.

Providing any third-party access to the listing without the seller's consent or listing broker's consent or under terms the seller or listing broker may reasonably deny, including but not limited to providing buyer/renter clients the ability to access the listing without an agent present, is a fineable offense. The fine shall be $1,000.00 for the first offense and $2,500.00 for the second offense.

Fines shall be assessed to the Participant/Subscriber, affiliated business, or account on record with LERA MLS. Every unauthorized entry violation after the second offense shall be directed to the Rules and Compliance Committee for potential revocation of eKEY privileges.

Section 4: 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 representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers. (Amended 4/92) M

If showings for a listing are permitted, they must be permitted for all Participants. If showings are not permitted, then showings are not permitted for anyone

Section 4.1: Reporting Sales to the Service

Status changes, including final closing of sales and sales prices, shall be reported to the Multiple Listing Service by the listing broker within 24 hours after they have occurred. If negotiations were carried on under Section 4(a) or (b) hereof, the cooperating broker shall report the accepted offers and prices to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS within 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) M

Section 4.2: Reporting Sales Price

Sales of property and all mandatory data fields must be reported promptly by the listing brokers. Failure to report sales price for a listing in the GLD may result in a fine of $10,000. Failure to pay the fine may result in the termination of the Broker from the Service. Sales price is confidential and the use is limited to participants and subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided below. M

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to participants and subscribers. In any instance where a governmental body or third-party entity makes sale price information provided by the MLS available other than as provided for in this provision, a listing participant may request the sale price information for a specific property be withheld from dissemination for these purposes with written authorization from the seller, and withholding of sale price information from those entities shall not be construed as a violation of the requirement to report sale prices.

Failure to report the accurate Buyer Agent Id on a listing sold in the GLD may result in a fine of $100.00. Failure to pay the fine may result in the termination of the Broker from the Service.

Section 4.3: 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 the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

Section 4.4: 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. M

Section 4.5: 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. M

Section 5: 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. The MLS must not accept listings containing an offer of compensation in the MLS to other MLS Participants and Subscribers. Further, the MLS may not create, facilitate, or support any non-MLS mechanism (including by providing listing information to an internet aggregator's website for such purpose) for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives.

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 and data feeds.

Note 1: The multiple listing service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the multiple listing service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a participant. The multiple listing service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers).

Note 2: The multiple listing service shall make no rule on the division of commissions between Participants and non-Participants. This should remain solely the responsibility of the listing broker.

Note 3: Multiple listing services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local

discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale (Amended 8/24) M

Failure to comply with Section 6 will result in a fine of $1,000 for the first offense, $5,000 for the second offense, $10,000 for the 3rd Offense.

Section 5.1: Compensation Notice

1. A broker's compensation and fees for services are not set by law and are fully negotiable.

2. A broker's compensation for services rendered to a seller or for services rendered to a buyer is solely a matter of negotiation between the broker and their client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the brokerage service agreement.

3. The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker. (Amended)

Section 5.2: Required Consumer Disclosure

Disclosures of Compensation: MLS Participants and Subscribers must:

1. 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).

2. 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) M

Section 5.3: Disclosing Potential Short Sales

Participants must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when reasonably known to the listing participants. (Amended 8/24) M

Section 5.4: Written Buyer Agreement

Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include:

a. a specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
b. the amount of compensation in a manner that is objectively ascertainable and not open-ended.
c. a term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. M
d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. M

Failure to comply with Section 7.4 will result in a fine of $1,000 for the first offense, $5,000 for the second offense, $10,000 for the 3rd Offense.

Section 5.5 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. M

Section 5.6 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. (Adopted 2/92) M

Section 6: Prohibitions

Information for Participants: 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. M

Section 6.1: For Sale Signs

Only the "For Sale" sign of the listing broker may be placed on a property. (Amended 11/89) M

Section 6.2: 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. (Amended 4/96) M

Section 6.3: Solicitation of Listing Filed with the Service

REALTOR® 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.

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

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker. This section is also intended to encourage brokers to participate in the service by assuring them that other participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

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

Section 6.4: Services Advertised as “Free”

MLS participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Amended 11/21) M

Section 6.5: No Filtering on Listings

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. (Amended 8/24) M

Section 7: 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 8: Service Charges

Service Fees and Charges: The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

(a) Initial Participation Fee: An applicant for participation in the Service shall pay an application fee of $450 with such fee to accompany the application.

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

(b) Recurring Participation Fee: The quarterly participation fee of each Participant shall be an amount equal to the quarterly fee established by the Board of Managers times each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser, or appraiser trainee who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the first day of each calendar quarter. A late fee of $30 will be assessed for payment received after the 1st day of the calendar quarter. Quarterly fees will be prorated for new Participants/Subscribers to the Service upon application. Prorated fees will not be granted for any Participant/Subscriber who had access to the Service the prior calendar quarter. After a calendar quarter has begun, MLS fees for the quarter are non-refundable. Payment of fees will be made by the Participant except that a Subscriber to the Service may make payments unless instructed otherwise by the Participant. Participants shall pay $30 per calendar quarter for all registered unlicensed assistants.

(c) Reinstatement Administration Fee: A reinstatement fee is a $45 administrative fee applied when a subscriber's MLS fees are not paid by the deadline and their services have lapsed.

Recurring MLS fees, dues, and charges may be based upon the total number of real estate brokers, sales licensees, and licensed or certified real estate appraisers affiliated with or employed by an MLS participant. (Amended 11/17)

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. MLSs 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.* *(Amended 5/18 and 8/18)* M

Note 1: A multiple listing service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

Note 2: Multiple listing services that choose to include affiliated unlicensed administrative and clerical staff, personal assistants, and/or individuals seeking licensure or certification as real estate appraisers among those eligible for access to and use of MLS information as subscribers may, at their discretion, charge recurring fees of $90 per quarter. (Amended 11/17)

All MLS fees, dues, and charges, including, but not limited to, initial participation fees, recurring participation fees, listing origination fees, subscription fees, etc., may be assessed to MLS participants or to individual users or subscribers. This does not preclude an MLS participant from being reimbursed by affiliated licensees for fees or charges incurred on their behalf pursuant to any in-house agreement that may exist. If direct billing of subscribers is utilized, the ultimate responsibility for delinquent dues, fees, and charges is that of the participant, unless an MLS, by adoption of appropriate rules or bylaws, makes subscribers exclusively responsible for such financial obligations.(Amended 2/95) M

Section 9: Compliance with Rules

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 violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

a) letter of warning
b) letter of reprimand
c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
d) appropriate, reasonable fine
e) Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
f) Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. (Amended 11/25) M

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

the fulfilment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. (Revised 05/14) M

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year. (Adopted 11/20) M

Section 9.1: Compliance with Rules

The following action may be taken for noncompliance with the rules:

(a) for failure to pay any service quarterly fee within one (1) day of the date due, 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 9.2: Applicability of Rules to Users and/or Subscribers

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

Section 9.3: MLS Participation by Brokers Acting as Agents of Potential Purchasers

No association or association MLS may make or maintain a rule which would preclude an individual or firm, otherwise qualified, from participating in an association MLS solely on the basis that the individual or firm functions, to any degree, as the agent of potential purchasers under a contract between the individual (or firm) and the prospective purchaser (client). However, in instances where the Participant is representing the potential purchaser as an agent, the Participant cannot function simultaneously as the subagent of the listing broker without buyer and seller consent or as provided by state law and must make his true position clearly known to all interested parties at first contact. (Amended)

Section 9.4: Merger or Dissolution of Association or MLS

Merger or Dissolution of Association or MLS In cases of merger or dissolution of an association of Realtors® or an MLS, the advice of the organization(s) accountant or tax advisor should be sought. (Adopted 11/04) R

Section 10: Meeting of Board of Managers & Committees

Meetings of the Board of Managers (BOM) and Committees shall meet for the transaction of its business at a time and place to be determined by the BOM, at the call of the Chairperson, or as authorized in its Bylaws.

Section 10.1: Meetings of MLS Participants

The committee may call meetings of the participant in the service to be known as meetings of the Multiple Listing Service.

Section 10.2: Conduct of the Meetings

The Chairperson shall preside at all meetings or, in their absence a temporary Chairperson from the members of the BOM or Committee shall be named by the Chairperson or, upon their failure to do so, by the BOM or Committee.

Section 10.3: Committees

The BOM has the authority to create or dissolve committees as necessary for the efficient governance and oversight of the Corporation. The Board may establish standing committees such as Finance, Rules and Compliance, and Products and Services Steering Committee.

Section 10.4: Removal

In compliance with Article VI, section 6.6 of LERA MLS Bylaws, a Manager or members of any committee may be removed by the BOM whenever in their judgment the best interests of the Corporation shall be served by such removal, including but not limited to (a) failure to perform duties as outlined in the Bylaws; (b) violation of fiduciary duties; (c) conduct detrimental to the Corporation; or (d) failure to comply with attendance or participation requirements. The Chief Executive Officer may initiate a recommendation for removal, subject to Board action.

Section 10.5: Changes in Rules and Regulations

Amendments to the rules and regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Service Committee, subject to approval by the Board of Managers of LERA MLS. M

Section 11: Consideration of Alleged Violations

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

When requested by a complainant, the MLS will process a compliant without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. *(Amended 11/20)* M

Section 11.1: Violations of Rules and Regulations

If the alleged offense is a violation of the rules and regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, and the MLS has a procedure established to conduct hearings, the offense/violation may be appealed to the MLS hearing tribunal. The recipient of any sanction affirmed by the hearing tribunal may appeal the decision of the hearing tribunal, to the BOM of the MLS within twenty (20) days of the tribunal's decision.

The decision of the BOM shall be final. Alleged violations involving unethical conduct with a REALTOR® shall be referred to the professional standards committee of an association of REALTORS® for processing in accordance with the professional standards procedures of an association. If the charge alleges a refusal to arbitrate by a REALTOR®, such charge shall be referred directly to the board of directors of an association of REALTORS®. (Amended 2/98) M

Section 11.2: Arbitration of Disputes

By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications.

(a) If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures that association of REALTORS®.
(b) If the disputants are members of different association of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different association of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the Texas Association of REALTORS®. (Amended 11/97)

Arbitration Procedures: Arbitration shall be conducted in accordance with any existing agreement or, alternatively, in accordance with the Arbitration Procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing

herein shall preclude Participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.

Section 12: Complaints of Unethical Conduct

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

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

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

If after ten (10) days following transmittal of the LERA Staff and BOM determination the alleged violation remains uncured (i.e. the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law. M

Section 12.1: Complaints of Unauthorized Use of Listing Content

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 12.2 of the MLS rules.

Upon receiving a notice, LERA Staff and the Board of managers will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to LERA Staff and the Board of Managers that the use is authorized. Any proof submitted will be considered by LERA Staff and the Board of managers, and a decision

of whether it establishes authority to use the listing content will be made within thirty (30) days.

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

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

Section 12.2: MLS Rules Violations

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules. (adopted 5/18) M

Section 13: Confidentiality of MLS Information

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.(Amended 4/92) M

Section 13.1: MLS 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 such 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.

Section 14: Ownership of MLS Compilation of Copyright

By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully has been authorized to license the property listing content as contemplated by and in compliance with this section and the rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on

comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to the listed property. (Amended 5/18) M

Each participant who submits listing content to the MLS agrees to defend and hold the MLS, its affiliates, 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, use, reproduction, display, or distribution of such information. (Adopted 5/18) M

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

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

To qualify for this safe harbor, the OSP must:

(1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.
(2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
(3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
(4) Have no actual knowledge of any complained-of infringing activity.
(5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
(6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512. (Adopted 11/15) I

Section 14.1: Work Made for Hire

All rights, title and interest in the property information submitted to the LERA MLS, and in each version of every MLS compilation created therefrom, including without limitation copyright and all other intellectual property rights, shall at all times remain vested in LERA MLS Participant and LERA MLS expressly agree that the compilation of all such information in LERA MLS database shall be considered a "work made for hire" as defined in 17 U.S.C. 101, and LERA MLS shall be considered the author of such compilation and shall own all copyrights therein. To the extent such compilation or any portion thereof may not be considered a "work made for hire: under applicable law, Participant assigns all right, title and interest in such compilation, including but not limited to all copyrights in the same, to LERA MLS as of the date of creation of such compilation.

Section 14.2: Lease of Complications

Each Participant shall be entitled to lease from the LERA MLS a number of copies of each MLS compilation sufficient to provide the Participant and each subscriber affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Board.(Adopted 11/04). M

Section 15: Use of Copyrighted MLS Compilation

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by LERA MLS, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Multiple Listing Service 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 a Multiple Listing Service where access to such information is prohibited by law.

Section 15.1: Display

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

Section 15.2: Reproduction

Participants or their affiliated Subscribers shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances. Participants or their affiliated Subscribers may reproduce from the MLS compilation and distribute to prospective purchasers, sellers, tenants, and landlords a reasonable number of single copies of property listing data or comparable data contained in the MLS compilation which relate to any properties in which the prospective purchasers, sellers, tenants, or landlords are or may, in the judgment of the Participant or their affiliated Subscribers, 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 or comparables with the Participant.

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14) M

Section 16: Use of MLS Information

Limitations on Use of MLS Information: Information from MLS compilations of current listing information, from statistical reports, or 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 which were sold by other participants (as either listing or cooperating broker).

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

Based on information from the LERA MLS for the period (date) through (date). (Amended 11/97) M

Section 17: Standards of Conduct for MLS Participants

Section 17.1
MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients. (Amended 1/04)

Section 17.2
Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Section 17.3
MLS Participants shall not solicit a listing currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing (i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and the client) the MLS Participant may contact the owner to secure such information and may discuss the terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 17.4
MLS Participants shall not solicit buyer/tenant agreements that are subject to exclusive buyer/tenant agreements. However, if asked by an MLS Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the MLS Participant might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement. (Amended 1/98)

Section 17.5
MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers. (Amended 11/01)

Section 17.6
The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement. (Amended 1/98)

Section 17.7
The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business. (Amended 1/04)

Section 17.8
MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent. (Amended 1/98)

Section 17.9
When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement. (Amended 1/98)

Section 17.10
MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule. (Amended 1/04)

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with MLS Participants. (Amended 1/04)

Section 17.11
MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a

current, valid exclusive agreement to provide the same type of real estate service. (Amended 01/04)

Section 17.12
MLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease. (Amended 1/04)

Section 17.13
On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement. (Amended 8/24)

Section 17.14
MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement. (Amended 1/04)

Section 17.15
MLS Participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to others brokers' exclusive agreements. However, information received through a Multiple Listing Service or any other offer of cooperation may not be used to target clients of other MLS Participants to whom such offers to provide services may be made. (Amended 1/04)

Section 17.16
All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. (Amended 1/04)

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects. (Amended 1/04)

Section 17.17
Participants, users, and subscribers, prior to or after terminating their relationship with their current firm, shall not induce clients of their current firm to cancel exclusive

contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements. (Adopted 1/98, Amended 1/10)

Section 17.18
MLS Participants shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices. (Amended 01/12)

Section 17.19
MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a Participant's firm shall disclose the firm's name and the licensee's stat(s) of licensure in a reasonable and readily apparent manner. (Adopted 11/07)

Section 17.20
MLS Participants shall present a true picture in their advertising and representations to the public, including Internet content posted, and the URLs and domain names they use, and Participants may not:

(a) engage in deceptive or unauthorized framing of real estate brokerage websites;
(b) manipulate (e.g. present content developed by others) listing and other content in any way that produces a deceptive or misleading result;
(c) deceptively use metatags, keywords or other devices/methods to direct, drive, or divert internet traffic;
(d) present content developed by others without either attribution or without permission, or
(e) to otherwise mislead consumers, including use of misleading Images.(Adopted 1/18)

Section 18: Internet Data Exchange (IDX)

Internet Data Exchange (IDX) Defined: IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their GLD 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. (Amended 5/17) M

Note: The term "Listing", as used in this Section 18 of these Rules, refers to listings contained within the GLD.

Section 18.1: Authorization
Participants' consent for display of their Listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a Listing-by-Listing

basis). If a Participant refuses on a blanket basis to permit the display of that Participant's Listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their Listings on IDX sites, such consent may be withdrawn on a Listing-by-Listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. (Amended 5/12)

Section 18.2: Participation
Participation in IDX is available to all MLS Participants engaged in real estate brokerage who consent to display of their listings by other participants. (Amended 11/25)

Section 18.2.1
Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12) M

Section 18.2.2
MLS participants may not use IDX-provided Listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX Listings by recognized search engines. (Amended 5/12) M

Note: Any violation of this policy will result in a $10,000 fine and the suspension of the data feed until further notice.

Section 18.2.3
Listings, including property addresses, can be included in IDX display except where a seller has directed their listing broker to withhold their listings or listing's property address from all display on the internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.(Amended 5/17) M

Section 18.2.4
Participants may select the Listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, or type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of Listing (e.g., exclusive right-to-sell or exclusive agency). Selection of Listings displayed IDX must be independently made by each Participant. (Amended 11/21) M

Section 18.2.5
Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads not less frequently than every 12 hours. (Amended 11/14) M

Section 18.2.6
Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Note: Any violation of this policy will result in a $10,000 fine and the suspension of the data feed until further notice.(Amended 01/2025)

Section 18.2.7
Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface not smaller than the median used in the display of Listing data.

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. (Amended 5/12) M

Section 18.2.8
Any IDX display controlled by a participant or subscriber that:

a. allows third-parties to write comments or reviews about particular Listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular Listings, or
b. displays an automated estimate of the market value of the Listing (or hyperlink to such estimate) in immediate conjunction with the Listing, either or both of those features shall be disabled or discontinued for the seller's Listings at the request of the seller. The Listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants'.. Except for the forgoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any Listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Adopted 5/12) M

Section 18.2.9
Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants 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. (Amended 5/12) M

Section 18.2.10
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. (Adopted 5/15) M

Section 18.2.11
All Listings displayed pursuant to IDX shall identify the Listing firm, and the email or phone number provided by the Listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of Listing data.* (Amended 11/21) M

* Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of Listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 5/17)

Section 18.3: Display
Display of Listing information pursuant to IDX is subject to the following rules:

Section 18.3.1
Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g. showing instructions, and property security information, etc.) may not be displayed. (Amended 11/21)

Section 18.3.2
The Type of Listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed (Amended 5/12)

Section 18.3.3
All Listings displayed pursuant to IDX shall identify the Listing agent.

Section 18.3.4
Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.

Section 18.3.5
All Listings displayed pursuant to IDX shall show the MLS as the source of the information. *

Section 18.3.6
Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not

guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. (Amended 5/17)

**Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.(Amended 5/17)*

Section 18.3.7
The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) Listings or fifty percent (50%) of the Listings available for IDX display, whichever is fewer. (Amended 11/07)

Section 18.3.8
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 18.3.9
Display of expired, withdrawn, Listings is prohibited (Amended 5/21)

Section 18.3.10
Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and e-mail address(es) is prohibited.

Section 18.3.11
Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided Listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

Section 18.3.12
Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Amended 5/05)

Section 18.3.13
If the Participant publishes content to augment the data sourced by the MLS, then the Participant shall maintain a means (e.g. email address, telephone number) to receive comments about the accuracy of content. The Participant shall correct or remove any content that is false, fraudulent or deceptive upon receipt of a communication explaining why the data or information is false, fraudulent, or deceptive. However, Participant need not remove or correct any content that the Participant determines in their good-faith opinion, advice, or professional judgment is not false, fraudulent, or deceptive.

The search results and display of listing information and property details sourced from the MLS may be augmented with property information from other MLSs and non-MLS sources subject to the following:

(a) the information is otherwise displayed consistent with these rules;
(b) the source of the information must be prominently identified in the search results and in the display of the property's details.
(c) Any function that permits a user to search among property information sourced from the MLS and from other non-MLS sources must permit (but need not require) the user to choose to filter the search results based upon the source of the information (e.g., a user may choose to limit results only to properties with information sourced from MLSs). This requirement is effective beginning January 1, 2025 (Adopted 9/24).

Section 18.4
A participant is required to ensure the responsible, secure, and lawful use of AI when working with LERA's data. See Appendix A for details.

Section 18.4.1
A violation of Appendix A will result in a fine of $15,000 and suspension of the data feed until further notice. Violations of this Policy may also result in disciplinary action up to and including termination, contract suspension or termination, legal action, fees and any other action authorized by MLS Rules and Regulations, and reporting to authorities where required.

Section 18.4.2
Notice of the violation of Appendix A will be provided by LERA MLS to User who will have up to 48 hours to rectify said violation. Any additional time to cure may be provided at the sole discretion of LERA MLS.

Section 18.4.3
If you suspect a violations of the AI policy report it in accordance with applicable MLS Rules and Regulations. Retaliation for good-faith reports is prohibited.

Section 19: Virtual Office Website (VOW's)

VOW Defined as:

(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. M

(b) As used in Section 19 of these Rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensees – except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability". References to "VOW" and "VOWs" include all 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. M

(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. M

(d) As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS's GLD and aggregated and distributed by the MLS to Participants. M

Section 19.1

(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. M

(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"). M

(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. M

Section 19.2

(a) (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. M

(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. M

(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. M

(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. M

(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. M

(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. M

Section 19.3
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. M

Section 19.4
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.

Note: Any violation of this policy will result in a $10,000 fine and the suspension of the data feed until further notice. M

Section 19.5

(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 M

Seller Opt-Out Form (Local Form Reference: Owner(s) Authorization to Exclude)

1. Check one.

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

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

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

_____
Initials of Seller

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

Section 19.6

(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. M

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

Section 19.7

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

Section 19.8
A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days. M

Section 19.9
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. M

Section 19.10
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. M

Section 19.11
A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property. M

Section 19.12
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. M

Section 19.13
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. M

Note: Adoption of Sections 19.15 –19.19 is at the discretion of the MLS. However, if any of the following sections are adopted, an equivalent requirement must be imposed on Participants' use of MLS Listing Information in providing brokerage service through all other delivery mechanisms.

Section 19.14
A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

a. Expired and withdrawn listings.

   Note: Due to the 2015 changes in IDX policy and the requirement that participants be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

b. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

c. 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.
e. Sales price if sold information is not publicly accessible in the jurisdiction of the MLS (Amended 11/21)

Section 19.15
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 19.16
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 19.17
A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.18
A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule, but may not be fewer than five hundred (500) listings or fifty percent (50%) of the listings in the MLS, whichever is less. M

Section 19.19
A Participant shall require that Registrants' passwords be reconfirmed or changed every 120 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

Section 19.20

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 19.21
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 19.22
Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.23
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 48 hours.

Section 19.24
A participant is required to ensure the responsible, secure, and lawful use of AI when working with LERA's data. See Appendix A for details.

Section 19.25
A violation of Appendix A will result in a fine of $15,000 and suspension of the data feed until further notice. Violations of this Policy may also result in disciplinary action up to and including termination, contract suspension or termination, legal action, fees and any other action authorized by MLS Rules and Regulations, and reporting to authorities where required.

Section 19.26
Notice of the violation of Appendix A will be provided by LERA MLS to User who will have up to 48 hours to rectify said violation. Any additional time to cure may be provided at the sole discretion of LERA MLS.

Section 19.27
If you suspect a violations of the AI policy report it in accordance with applicable MLS Rules and Regulations. Retaliation for good-faith reports is prohibited

Appendix A: Artificial Intelligence (AI) Policy

Applies To: All officers, contractors, and third-party vendors of LERA
Contents

1. Purpose and Scope
This AI Policy establishes requirements for the responsible, secure, and lawful use of artificial intelligence (AI) technologies in connection with LERA's operations and proprietary assets. It is designed to protect the company's intellectual property, including MLS data, databases, software, models, documentation, and related confidential information, and to ensure that any use of AI does not infringe on the company's or third parties' rights. This Policy applies to all AI-related activities conducted by or on behalf of LERA, including the development, procurement, integration, evaluation, and use of AI systems, tools, or services.

2. Definitions
2.1 "AI" or "AI Technology" means software, models, systems, or services that perform tasks commonly associated with human intelligence, including machine learning, deep learning, natural language processing, computer vision, recommendation systems, and generative AI.
2.2 "MLS Data" means without limitation all content, notes, files, proprietary listing information, photographs, videos, floor plans, virtual tours, renderings, images, metadata, sound, historical and derivative datasets, digital tools, market analytics, tax and parcel linkages, data schemas, and any materials, compilations or databases owned, licensed, made available to or controlled by LERA.
2.3 "Confidential Information" means nonpublic information of LERA, including MLS Data, member data, business plans, financials, source code, APIs, model weights, evaluation datasets, and any information designated confidential or that reasonably should be understood to be confidential.
2.4 "Model Training" means the use of data to develop, improve, fine-tune, or otherwise adapt AI models, including pretraining, supervised learning, reinforcement learning, or retrieval augmentation.
2.5 "User" means any contractor, subscriber, or vendor including their personnel and agent(s) of any of the previous categories accessing or using AI in connection with LERA business.

3. Governance and Accountability
3.1 Oversight. LERA VP of MLS Operations shall oversee compliance with this Policy, approve AI use cases, review data usage requests, and maintain an inventory of AI systems.
3.2 Approvals. No AI system may be developed, deployed, or materially modified without prior written approval from the CEO and review by Legal, and COO. This includes but is not limited to a prohibition on using personal AI accounts, browser-based tools, or other unofficial AI usage that could expose MLS Data unless approved in advance.

3.3 Documentation. Project owners must maintain documentation describing the AI use case, data sources, data lineage, training and evaluation methods, model versioning, access controls, risk assessments, and vendor agreements.
3.4 Audits. LERA may audit AI usage, data flows, prompts, outputs, logs, and vendor compliance at any time.

4. Data Usage Principles
4.1 Ownership and Control. MLS Data and all compilations, derivatives, and databases created by or for LERA are the exclusive property of LERA, subject to any applicable third-party licenses.
4.2 Purpose Limitation. MLS Data may only be used for authorized business purposes approved under Section 3.2. Any secondary use, including experimentation, benchmarking, or feature testing, requires renewed approval and documentation.
4.3 Data Minimization. Use only the minimum MLS Data reasonably necessary to achieve an approved AI objective. De-identify or pseudonymize where feasible and appropriate.
4.4 Prohibited Uses. Users shall not:

a. Upload MLS Data, Confidential Information, or any nonpublic code to public or consumer-grade AI tools without prior written approval and a signed enterprise agreement;
b. Enable model training by third parties on MLS Data unless expressly permitted by a written agreement approved by Legal;
c. Combine MLS Data with data sets in a manner that could compromise ownership, confidentiality, or license restrictions;
d. Use screen-scraped, unauthorized, or misappropriated data sources in any AI workflow.

4.5 Data Quality. Datasets used for AI must be accurate, current, and sourced from authorized repositories with documented provenance and applicable license terms.
4.6 Access Controls. Access to MLS Data for AI purposes must follow role-based access, least privilege, and multifactor authentication, with encryption in transit and at rest.
4.7 Retention and Deletion. Retain training, validation, and inference data only as long as necessary for approved purposes and in accordance with LERA's records retention policies. Promptly delete or archive as required.

5. AI Model Training and Evaluation
5.1 Internal Training. Internal model training using MLS Data requires prior approval, documented data lineage, and technical safeguards to prevent unauthorized data exfiltration, re-identification, or memorization of sensitive content.
5.2 External Providers. Use of third-party models or services for training, fine-tuning, retrieval-augmented generation, or inference with MLS Data is prohibited unless the vendor agreement expressly:

a. Disclaims vendor training on MLS Data and prompts/outputs;
b. Restricts vendor use to providing contracted services;
c. Provides confidentiality, data security, and IP protections at least equivalent to this Policy;
(d) Supports secure data segregation, logging, and deletion on request;
(e) Provides indemnities and audit rights acceptable to Legal.
5.3 Memorization and Leakage. Technical controls must mitigate unintended

model memorization and output leakage of MLS Data, including filtering, redaction, prompt shielding, content watermarking [if applicable], and output monitoring.
5.4 Evaluation and Testing. Models must undergo pre-deployment testing for accuracy, bias, robustness, safety, security, and IP compliance. Maintain evaluation datasets and results for audit.
5.5 Explainability and Recordkeeping. Maintain versioned model cards and change logs describing purpose, capabilities, limitations, training data categories, evaluation metrics, and residual risks.

6. Intellectual Property Rights
6.1 MLS IP. All rights, title, and interest in MLS Data, databases, schemas, selection and arrangement, analytics, software, APIs, prompts, embeddings, model weights, documentation, and related works created by contractors within the scope of engagement vest exclusively in LERA.
6.2 Works Made for Hire and Assignments. Contractors agree that AI-related deliverables are works made for hire; to the extent not so deemed, they hereby assign to LERA all right, title, and interest therein. Execute further assignments upon request.
6.3 Third-Party Content. Use of third-party datasets, tools, or models must comply with license terms. Users must not incorporate third-party content into AI outputs or training data in a manner that infringes or misappropriates IP rights or exceeds license scope.
6.4 Generated Outputs. To the extent permitted by applicable law, AI-generated outputs created for business purposes are owned by LERA. Users must review outputs for originality, license compliance, and absence of restricted content before distribution.
6.5 Derivative Data and Analytics. Aggregations, transformations, feature sets, embeddings, and model parameters derived from MLS Data are Confidential Information and proprietary to LERA, unless otherwise agreed in writing.
6.6 Notices and Legends. Do not remove or alter copyright, trademark, or proprietary legends from MLS Data or outputs. Include appropriate notices on datasets, documentation, and deliverables as directed by Legal.
6.7 Defensive Measures. LERA may implement watermarking, telemetry, honeypots, access throttling, and legal enforcement to deter scraping, unauthorized training, and other IP threats.

7. Contractor Responsibilities
7.1 Secure Use. Do not input Confidential Information into non-approved AI systems. Use only company-approved endpoints, keys, and clients. Adhere to prompt hygiene and avoid entering sensitive or personal data unless necessary and approved.
7.2 Human-in-the-Loop. All AI-assisted outputs, including those from agentic AI, used externally or for decision-making, must undergo human review for accuracy, compliance, and IP considerations.
7.3 Recordkeeping. Maintain records of prompts, outputs, model versions, datasets used, approvals, and material decisions.
7.4 Incident Reporting. Immediately report suspected data leakage, scraping, infringement, policy violations, or security incidents to VP of MLS Operations or COO.
7.5 Prohibited Conduct. Users shall not circumvent security controls; reverse engineer or attempt to extract model parameters without authorization; or use AI to generate

deceptive, misleading, unauthorized, discriminatory, or unlawful content including any content that may violate MLS Rules and Regulations. AI must not be used in any way that could result in disparate treatment or disparate impact based on race, color, religion, sex, familial status, national origin, disability or any other protected class under federal, state or local law.
7.6 Disclosures. Provide appropriate disclosures that content was AI generated or modified as required by MLS Rules and Regulations.

8. Third-Party Vendors and Service Providers
8.1 Due Diligence. Vendors providing AI-related services or accessing MLS Data must undergo security, privacy, and IP diligence and be approved by Legal and Security.
8.2 Contracts. Vendor agreements must include, at minimum:
(a) No training on MLS Data, prompts, or outputs;
(b) Confidentiality and data protection obligations;
(c) Ownership by LERA of all deliverables and outputs produced for it;
(d) License restrictions preventing vendor use beyond contracted services;
(e) Technical and organizational security measures;
(f) Subprocessor controls and flow-down obligations;
(g) Breach notification and remediation;
(h) Audit rights and detailed logging;
(i) IP infringement indemnity;
(j) Return or deletion of data upon termination.
8.3 Access Governance. Vendors receive least-privilege access and must use company-managed environments where feasible. Access is time-bound and monitored.
8.4 Monitoring. Vendors are subject to periodic assessment, attestations, and audits for compliance with this Policy.

9. Privacy, Security, and Compliance with Laws and Regulations
9.1 Legal Compliance. All AI activities must comply with applicable laws and regulations, including those related to data protection, intellectual property, consumer protection, competition, and export controls.
9.2 Privacy by Design. Incorporate privacy impact assessments for AI use cases involving personal data. Implement appropriate legal bases, notices, data subject rights processes, and cross-border transfer mechanisms where required.
9.3 Security Controls. Apply security-by-design, including encryption, key management, network segmentation, secure software development lifecycle, dependency scanning, vulnerability management, and incident response procedures.
9.4 Non-Discrimination and Fairness. AI systems must be designed and tested to avoid unlawful bias or discriminatory impacts. AI must not be used in any way that could result in disparate treatment or disparate impact based on race, color, religion, sex, familial status, national origin, disability or any other protected class under federal, state or local law.
9.5 Explainability and Transparency. Provide clear, accurate disclosures about AI-assisted features where required and maintain internal documentation sufficient for audits and regulatory inquiries. The capability to trace AI decisions and actions for compliance, forensic analysis and accountability. Auditability requires maintaining logs of inputs, outputs and system behavior.

9.6 Records and Retention. Preserve records relating to AI activities as required by law, MLS Rules and Regulations and company policy.

10. Data Sharing, Publication, and External Communications

10.1 External Sharing. Do not share MLS Data, evaluation datasets, prompts, or model artifacts externally without prior written approval and a signed agreement specifying confidentiality, use limitations, and IP ownership.

10.2 Research and Benchmarking. Public benchmarks, white papers, or demonstrations involving MLS Data or AI models require advance approval, redaction of Confidential Information, and IP review.

10.3 Marketing Claims. Marketing or sales use of AI-related claims must be substantiated and reviewed in advance of use.

11. Risk Management and Impact Assessments

11.1 Use Case Risk Tiers. LERA will classify AI use cases by risk, considering data sensitivity, model autonomy, external exposure, and potential IP/privacy impacts.

11.2 Impact Assessments. Higher-risk use cases require formal assessments addressing purpose, benefits, alternatives, data sources, safeguards, testing, monitoring, and decommissioning plans.

11.3 Continuous Monitoring. Monitor deployed models for drift, performance degradation, data leakage, hallucinations, and policy compliance. Implement rollback and kill-switch capabilities.

12. Handling Requests, Rights, and Enforcement

12.1 Member and Third-Party Requests. Direct requests related to MLS Data usage, AI features, notices of claimed infringement, or data subject rights to appropriate LERA staff.

12.2 Takedown and Remediation. Upon credible notice of infringement or improper AI use, promptly investigate, suspend implicated processes, and implement remediation, including model retraining or dataset curation as necessary.

12.3 Preservation. Preserve relevant logs, datasets, and model artifacts when litigation hold or regulatory inquiry is reasonably anticipated.

13. Data Acquisition and Licensing

13.1 License Compliance. Adhere strictly to license scope, attribution, share-alike, noncommercial, and no-derivatives terms, as applicable. Do not commingle data in a way that extends restrictive terms to MLS Data without approval.

13.2 Data Clean Rooms. Where appropriate, use controlled environments for collaboration that prevent data leakage and unauthorized retention.

14. Transparency to Users and Consumers

14.1 Disclosures. Where AI interacts with Users or consumers, provide disclosures as required, including the nature of AI assistance, data usage, and human oversight.

14.2 Opt-Outs and Preferences. Implement mechanisms to honor applicable opt-outs or preferences related to AI-driven features, subject to legal and contractual obligations.

15. Open Source and Third-Party Components

15.1 Review. Use of open-source models, datasets, or libraries requires Legal and IT review of licenses, reuse conditions, and security posture.

15.2 Attribution and Notices. Provide required attributions and notices; maintain a bill of materials for AI components.

15.3 Forks and Modifications. Document modifications to third-party models and comply with publication or sharing obligations, if any, only with Legal approval.

16. Export Controls and Sanctions

16.1 Compliance. Do not export or provide access to AI technologies, models, or datasets contrary to export control, sanctions, or trade laws.

16.2 Screen vendors, partners, and users against restricted party lists before granting access.

17. Exceptions

17.1 Process. Any exception to this Policy requires a written request detailing the business need, scope, duration, compensating controls, and approvals by Legal, and COO.

17.2 Temporary Nature. Exceptions are time-limited and subject to periodic review.

18. Violations and Consequences

18.1 Enforcement. Violations of this Policy may result in disciplinary action up to and including termination, contract suspension or termination, legal action, fees and any other action authorized by MLS Rules and Regulations, and reporting to authorities where required.

18.2 Reporting. Users must promptly report suspected violations in accordance with applicable MLS Rules and Regulations. Retaliation for good-faith reports is prohibited.

19. Policy Management

19.1 Review Cycle. This Policy will be reviewed at least annually or upon material legal, technological, or business changes.

19.2 Related Policies. This Policy should be read with MLS Rules and Regulations. If anything herein contradicts the MLS Rules and Regulations, then the provisions of the MLS Rules and Regulations will control.

20. Acknowledgment

By accessing or using AI technologies or MLS Data through or on behalf of LERA, you acknowledge that you have read, understood, and agree to comply with this Policy.

Change Log

Date of Revision	Section #	Type of Change	Notes
10/07/2019	1.2(a)	Revision	Specified Prohibitions in Public Remarks field
	1.2(d)	New Section	Prohibitions in Tour/Open House Event Comments fields
	1.2(e)	New Section	Prohibitions in Directions field
	1.2(f)	New Section	Virtual Tours/Hyperlinks requirements
	6(b)	Revision	MLS fees non-refundable
	9.2	Revision	Fine amount revised from $50 to $100
5/1/2020	1.01	New Section	Inserted Clear Cooperation Policy
	9.1	Revision	Clarified fine appeals procedures
8/10/2020	1	Revision	
	1.01	New Section	Private Listing Database (PLD)
	1.01	Revision	Clarifies applicable Property types of Clear Cooperation Policy
	1.1.2, 1.2, 1.3, 1.4, 1.5, 1.7, 1.12, 2(b), 2.6	Revision	Incorporates existence of PLD
	1.2(c) Scheduled Listings	Deleted	Scheduled Listings replaced by PLD
	9.2	Revision	Established Penalties for failure to comply with Clear Cooperation Policy
	18	Revision	PLD listings not included in IDX
	19.1(d)	Revision	PLD listings not included in VOW
	Assorted Sections	Revision	Capitalization of the terms “Multiple Listing Service”, “Service”, and “Listings”
10/13/2020	1	New Paragraph	Clarification for multi-parcel listings
	1.2(b)	Revision	Clarification- no people in images
	1.3	Revision	Documentation requirements moved to new Section
	1.16	New Section	Documentation requirements for violations
	2.6	Revision	Fine added for inaccurate Buyer Agent ID
1/14/2021	1.01	Revision	Clarification – Canc/Relist prohibition applies to GLD/PLD
	9	New Paragraph	Complaint Procedure Anonymous
	9.2	Revision	Sanctions procedures
	9.2	New Paragraph	Hearings for 3 administrative sanctions
3/1/2022	1.17	Move	Moved 1.16 Documentation to 1.17
	1.16	New Paragraph	NAR required statement on Property Addresses Required
	4.5	New Paragraph	Services Advertised as “Free”
	5.4	New Paragraph	Disclaimer for display of Listing Broker Compensation
	18.2.4	Revision	IDX Search and Cooperative Compensation
	18.2.12	Revision	IDX and Listing Attribution
	18.3.12	Revision	IDX and Sold Listings
	19.12	Revision	VOW Search and Cooperative Compensation
	19.15	Revision	VOW and Search by Sales Price Prohibition
	19.18	Revision	VOW and Listing Attribution
10/20/2022	1	Revision	Incorporation of Glossary
11/28/2022	18.2.4	Revision – Scrivner’s Error	IDX Search and Cooperative Compensation
	18.3.1	Revision – Scrivner’s Error	IDX Display and Cooperative Compensation

Date of Revision	Section #	Type of Change	Notes
1/26/2023	9.2	Revision	Lockbox/Unauthorized Entry to a Listing Violations
4/25/2023	1.2.0	New Section – Scrivner's Error	Accuracy of Listing Data
	2.3	Revision – Scrivner's Error	Right of Cooperating Broker
	7	Revision – Scrivner's Error	Compliance Process Details
7/14/2023	1	New Section	Listings where Property is being split into multiple pieces
7/19/2024			Removed all offers of Compensation Requirements per NAR Settlement
9/23/2024	18.2.10	Removed	Commingling Rule Change
9/23/2024	18.3.11	Removed	Commingling Rule Change
9/23/2024	18.4.1	Addition	Commingling Rule Change
01/01/2025	1.19	Addition	Repeat Offender Policy
01/01/2025	1.20	Revision	Reordered Violations. 1.20 is now 1.18.
01/01/2025	5	Revision	Applied Fine Amount
01/01/2025	5.0.2	Revision	Applied Fine Amount
01/01/2025	18.2.6	Revision	Applied Fine Amount
01/01/2025	19.5	Revision	Applied Fine Amount
01/01/2025	18.2.2	Revision	Applied Fine Amount
01/01/2025	9.2	Revision	Revision to Fine Amounts regarding CCP.
05/15/2025	Section 1.18	Revision	Additional language added
05/19/2025	Section 1-Listing Procedures	Revision	Require Residential Rentals
08/25/2025	Section 1.3	Revision	Addition of Delayed Marketing
01/26/2026	Section 1.01-Private listing Database	Revision	Include Active PLD listings in VOW data feed.
04/30/2026	Multiple Sections	Revision	All references to the San Antonio Board of REALTORS® (SABOR), the SABOR Bylaws, and the SABOR Board of Directors have been removed as they relate to LERA MLS. These updates were made to reflect the organizational business separation while maintaining that LERA MLS remains affiliated with SABOR.
04/30/2026	Section 1: Authority, Section 2: MLS Statement of Purpose, Section 3: Participation	Relocated	Relocated to Introduction.
04/30/2026	Section 1: Listing Procedures	Relocated	Relocated to Polices, Section 1: Listing Procedures
04/30/2026	Section 1:00: Clear Cooperation Policy	Relocated	Relocated to Section 2: Clear Cooperation Policy
04/30/2026	Section 1.01 Private Listing Database	Relocated	Relocated to Section 2.1 Private Listing Database
04/30/2026	Section 1.1.1	Relocated	Relocated to Section 1.1, under Listing Procedures
04/30/2026	Section 1.1.2	Relocated	Relocated to Section 1.2, under Listing Procedures
04/30/2026	Section 1.2	Relocated	Relocated to Section 1.3, under Listing Procedures
04/30/2026	Section 1.3	Renamed	Renamed from Exempted Listings to Multiple Listing Options for Sellers per NAR.
04/30/2026	Section 1.3	Relocated	Relocated to Section 1.4, under Listing Procedures
04/30/2026	Section 1.4	Relocated	Relocated to Section 1.5, under Listing Procedures
04/30/2026	Section 1.5	Relocated	Relocated to Section 1.6, under Listing Procedures
04/30/2026	N/A	Relocated	Section 1.20 and 1.21 were apart of the rules, but didn't have sections assigned to them, they just fell under Listing Procedures.

Date of Revision	Section #	Type of Change	Notes
			They now have section numbers assigned under Listing Procedures.
04/30/2026	Section 2: Selling Procedures	Relocated	Relocated to Section 4: Selling Procedures.
04/30/2026	Section 2.5	Relocated	Relocated to Section 4.1, under Selling Procedures.
04/30/2026	Section 2.6	Relocated	Relocated to Section 4.2, under Selling Procedures.
04/30/2026	Section 2.7	Relocated	Relocated to Section 4.3, under Selling Procedures.
04/30/2026	Section 2.8	Relocated	Relocated to Section 4.4, under Selling Procedures.
04/30/2026	Section 2.9	Relocated	Relocated to Section 4.5, under Selling Procedures
04/30/2026	Sections 2.1 Presentation of Offers, 2.2 Submission of Written Offers and Counter Offers ,2.3 Right of Cooperating Broker in Presentation of Offer ,2.5 Right of Listing Broker in Presentation of Counter-Offer.	Removed	Removed Per NAR Policy
04/30/2026	Section 3: Refusal to Sell	Relocated	Relocated to Section 5: Refusal to Sell
04/30/2026	Section 4: Prohibitions	Relocated	Relocated to Section 6: Prohibitions, all sub-sections were renumbers.
04/30/2026	Section 5: No Compensation Specified on MLS Listings	Relocated	Relocated to Section 7: No Compensation Specified on MLS Listings, all sub-sections were renumbers.
04/30/2026	Section 6: Service Charges	Relocated	Relocated to Section 8: Service Charges
04/30/2026	Section 8: Service Charges	Amended/Addition	Amended amount for Initial Participation Fee, Added Reinstatement Administration Fee per BOM approval.
04/30/2026	Section 7: Compliance with Rules	Relocated	Relocated to Section 9: Compliance with Rules, all sub-sections were renumbers.
04/30/2026	Section 9: Compliance with Rules	Amended	Per NAR, Section 7(d) they have removed language “not to exceed $15,000.”
04/30/2026	Section 7.1: Compliance with Rules	Relocated	Relocated to 9.1 Compliance with Rules.
04/30/2026	Section 7.2: Applicability of Rules to Users and/or Subscribers	Relocated	Relocated to 9.2: Applicability of Rules to Users and/or Subscribers.
04/30/2026	Section 7.39: Compensation Notice	Relocated	Relocated to Section 7.1: Compensation Notice
04/30/2026	Section 7.40	Relocated	Relocated to Section 9.3: MLS Participation by Brokers Acting as Agents of Potential Purchasers.
04/30/2026	Section 8: Meeting of MLS Committee	Relocated/Renamed/Revisions	Relocated to Section 10: Meeting of Board of managers & Committees. Revisions made based on governance restructuring.
04/30/2026	Section 9: Enforcement of Rules or Disputes	Relocated/Revisions	Relocated to Section 11: Considerations of Alleged Violations and 12: Arbitration of

Date of Revision	Section #	Type of Change	Notes
			Disputes. Revisions made based on governance restructuring.
04/30/2026	Section 9.2: Complaints of Unethical Conduct	Relocated	Relocated to section 12: Complaints for Unethical Conduct.
04/30/2026	Section 9.2: Lockbox Violations	Relocated/Amended	Relocated to Section 3. Retitled section as Unauthorized Entry and amended language to include inclusive language for affiliates with SUPRA eKeys.
04/30/2026	Section 9: fines about Late Submission of Listing Violations, Late submission to due CCP, or Other	Relocated	Relocated to Section 1: Listing Procedures.
04/30/2026	Section 9.3: Complaints of Unethical Conduct	Relocated	Relocated to Section 12: Complaints of Unethical Conduct
04/30/2026	Section 9.4: MLS Rule Violations	Relocated	Relocated to Section 12.2 MLS Rules Violation
04/30/2026	Section 10: Confidentiality of MLS Information & 10.1	Relocated	Relocated 13: Confidentiality of MLS Information & 13.1
04/30/2026	Section 11: Ownership of MLS Compilation of Copyright	Relocated	Relocated to Section 14: Ownership of MLS Compilation of Copyright, all sub-sections were renumbers.
04/30/2026	Section 12: Use of Copyrighted MLS Compilation	Relocated	Relocated to Section 15: Use of Copyrighted MLS Compilation, all sub-sections were renumbers.
04/30/2026	Section 13: Use of MLS Information	Relocated	Relocated to Section 16: Use of MLS Information
04/30/2026	Section 14: Changes in Rules and Regulations	Relocated	Relocated to Section 10.5: Changes in Rules and Regulations.
04/30/2026	Section 15: Arbitration of Disputes	Relocated	Relocated to Section 11.2: Arbitration of Disputes.
04/30/2026	Section 16: Standards of Conduct for MLS Participants	Relocated	Relocated to Section 17: Standards of Conduct for MLS Participants, all sub-sections were renumbered.
04/30/2026	Section 17: Orientation	Removed	Per NAR, Orientation requirement has been removed.
04/30/2026	Section 1.4: Multiple Listing Options for Seller	Revised	Per NAR, revision to Office Exclusive verbiage.
04/30/2026	Section 18.2 Participation	Revised	Per NAR, revision to Section 18.2.
04/30/2026	Section 18. 4, 18.4.1, 18.4.2,18.4.3	New Sections added for AI Policy	AI Policy Addition
04/30/2026	Section 19.24, 19.25, 19.26, 19.27	New Sections added for AI Policy	AI Policy Addition
04/30/2026	Appendix A	New Addition	AI Policy Appendix Addition
04/30/2026	Section 1.3 (e)(ii)	Amendment	Virtual Tour language amendment
04/30/2026	Section 1.3 (f)	New Addition	Addition of Call District restriction