

2/22/2021

**THE GREENWICH MULTIPLE LISTING SERVICE, INC.**

**REGULATIONS**

## THE GREENWICH MULTIPLE LISTING SERVICE, INC.

### REGULATIONS

#### 1. PURPOSE.

The Greenwich Multiple Listing Service, Inc. (hereinafter referred to as the "MLS") provides a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in any other agency or non agency capacities defined by law); by which cooperation among Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so Participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as a procuring cause of a sale (or lease).

The MLS shall not fix, control, recommend, suggest or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

#### 2. PARTICIPATION.

A. Any REALTOR member of The Greenwich Association of Realtors, Inc. (hereinafter referred to as the "Association") or of any other local board or association, who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these Regulations, shall be eligible to participate in the MLS upon agreeing in writing to conform to the By-Laws and the rules and regulations of the MLS and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS "membership" or "participation" unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by a Board 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 by or published by the MLS where access to such information is prohibited by law.

B. Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of the MLS and made available to any Realtor. The application form shall contain a signed statement in which the applicant agrees to abide by the By-Laws and any applicable Rules and Regulations of the MLS as from time to time adopted or amended.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm 'offers or accepts cooperation and compensation' means that the Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by listing brokers or agents in the MLS. "Actively" means on a continual and on-going basis during the operation of the Participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a Participant or potential Participant that operates a real estate business on a part time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a Participant or potential Participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the Participant or potential Participant as long as the level of service satisfies state law.

The Key is that the Participant or potential Participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought. This requirement does not permit an MLS to deny participation to a Participant or potential Participant that operates a Virtual Office Website ("VOW") (including a VOW that the Participant uses to refer customers to other Participants) if the Participant or potential Participant actively endeavors to make or accept offers or cooperation and compensation. An MLS may evaluate whether a Participant or potential Participant "actively endeavors during the operation of its real estate business" to "offer or accept cooperation and compensation" only if the MLS has a reasonable basis to believe that the Participant or potential Participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all Participants and potential Participants.

### 3. ORIENTATION

A. Any applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS participant who has access

to and use of MLS-generated information shall complete an orientation program of no more than (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS within (180) days after access has been provided.

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

## 5. ADMINISTRATION.

A. The Board of Directors of the MLS shall be the governing body of the MLS and shall have the general management and control of the business, affairs and operations of the MLS.

B. All business of the MLS shall be conducted from the office of the MLS. The MLS office shall maintain complete records of all listings.

C. To assist it in the administration of the MLS, the Board of Directors of the MLS shall appoint a Listing Committee, which shall have such duties, functions and powers as may be assigned to it from time to time by the Board of Directors. The Listing Committee shall consist of five (5) Realtor Members of the Board who are Participants in the MLS, and two (2) Realtor Associate Members of the Board who are employed by or affiliated with an Active Member of the Board who is a Participant in the MLS.

D. The Board of Directors of the MLS shall give consideration to all written complaints having to do with a violation of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors.

When requested by a complainant, the MLS will process a complaint 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 02/21)*

If the alleged offense is a violation of these Regulations and does not involve a charge of alleged ethical misconduct or request for arbitration, it may be considered and determined by the Board of Directors of the MLS, and if a violation is determined, the Board of Directors may direct the imposition of sanction, provided that the

recipient of such sanction may appeal it to the Professional Standards Committee of the Association for a hearing by the Professional Standards Committee in accordance with the By-Laws of the Association. All other complaints of unethical conduct shall be referred to the Secretary of the Association for appropriate action in accordance with the professional standards procedures established in the Association's By-Laws.

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.

#### E. Compliance with Rules - Authority to Impose Discipline

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 not to exceed \$15,000
- 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. *(Revised 02/21)*

Note 1: 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 Directors, 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 fulfillment. 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 02/21)*

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 02/21)

6. SERVICE AREA.

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 will be accepted if submitted voluntarily by a participant, but cannot be required by the service. Only listings of properties submitted in accordance with the provisions of Section 7 of these Regulations may be accepted for dissemination by the MLS.

7. LISTING PROCEDURES.

A. The following types of listings of properties in the Town of Greenwich, Connecticut and properties outside of the Town of Greenwich but in the State of Connecticut may be submitted by Participants of the MLS, and shall be delivered to the MLS office within 48 hours after all necessary signatures have been obtained:

- (1) Exclusive right to sell or lease listing contracts.
- (2) Exclusive agency listing contracts to sell or lease.
- (3) Other forms of contracts which make it possible for the listing broker to offer cooperation and compensation to other Participants of the MLS acting as subagents, buyer agents, or both.

B. Clear Cooperation: 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. (Adopted 3/2020, Effective 5/1/2020)

- (1) Commercial Listings of any type are exempt from the Clear Cooperation Policy.

C. A Participant listing a property shall pay a listing fee to the MLS for each listing processed in an amount to be determined from time to time by the MLS Board of Directors. The listing fee must accompany the listing. If a property is listed only for rent and is then listed for sale, another fee must be paid and a new listing obtained which will be distributed to all Participants. If a property is listed both for sale and for rent, two separate listings are required.

D. Any listing submitted to the MLS shall be subject to these Regulations upon signature of the seller or owner listing the property.

E. In submitting a listing of a property to the MLS, a Participant makes a blanket unilateral contractual offer of cooperation and compensation to other Participants for their services in selling or leasing the property. A Participant shall specify the compensation being offered to other MLS Participants. A Participant may limit Participant's offer of compensation to sub agents only or to both subagents and buyer agents. The amount of compensation offered to subagents, buyer agents and other cooperating brokers may be the same or different, but must be clearly specified in the listing.

F. (1) The MLS shall not require a Participant to submit listings on a form other than the form which the Participant individually chooses to utilize provided that the listing is of a type accepted by the MLS. A "Property Data Form" approved by the MLS shall be required by the MLS for each listing filed.

- (2) Participants and subscribers are required to submit accurate listing data and required to correct any known errors. (*Adopted 02/2021*)

(3) The MLS reserves the right to refuse to accept a listing form which fails to adequately protect the interest of the public and MLS Participants.

(4) A listing agreement, when filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable, shall comply with the requirements of all applicable laws, rules and regulations, shall be properly executed, and shall contain the seller's or owner's authorization to submit the listing agreement to the MLS. It shall contain a complete address of the listed property, including its street number, unless (i) such number cannot be obtained from the appropriate governmental agency or

(ii) the seller or owner of the property has requested in writing that such number not be obtained; and in either such case, the property shall be identified, if possible, as being between or adjacent to adjoining properties on the same street which have existing street numbers.

(5) The listing broker shall submit to the MLS, or shall request the MLS to provide, except in such instances where the sellers expressly direct that these materials be withheld; (i) a photograph of each property listed for sale or rent, which shall not contain any printing or writing upon it; or (ii) a map, sketch or plot plan for each listing of vacant land for sale, which shall not contain any printing or other writing upon it, other than that contained in such map, sketch or plot plan.

(6) The full gross listing price must be stated in the listing agreement. The MLS shall not accept net listings.

(7) Exclusive Agency listing contracts may provide that if the property is sold or leased without the services of a broker, fees shall be by agreement between the owner and the participant.

(8) Exclusive Agency listings shall be specifically identified as such and shall be clearly distinguished from Exclusive Right to Sell Listings by a code or symbol.

(9) Exclusive Right to Sell Listings in which specifically named prospects have been exempted shall be specifically identified as such and shall be clearly distinguished and designated as such by a code or symbol.

(10) Any contingency or conditions of any term in a listing shall be specified and noticed to Participants.

(11) If the listing broker intends to offer compensation to buyer-agents, the listing agreement must contain the seller's or owner's written authorization to compensate buyer-agents.

G. Any change in the listing 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 MLS within 24 hours (excepting weekends and holidays) after the authorized change is received by the listing broker.

H. Listings of property may be withdrawn from the MLS by the listing broker or may be terminated before the expiration date of the listing agreement provided notice is filed with the MLS including a copy of the agreement between the seller and the

listing broker which authorizes such withdrawal or termination. The signature of the Office Manager or designated Realtor is required on any such termination.

I. Listings filed with the MLS shall bear a definite and final termination date as negotiated between the listing broker and the seller or owner.

J. Any listing filed with the MLS automatically expires on the date specified in the listing agreement unless renewed by the seller or owner and the listing brokers and notice of renewal is filed with the MLS prior to expiration.

K. If a listing has expired and the seller or owner wishes to renew or extend the listing, a new listing must be secured and filed with the MLS. Such new listing shall then be published as a new listing and a listing fee paid to the MLS.

L. A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

M. A listing broker shall report immediately to the MLS the cancellation of any pending sale and the listing shall be reinstated at once.

N. When a Participant of the MLS is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association By-Laws, MLS Rules and Regulations, or other membership 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 MLS 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 Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, the 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.

O. When a Participant of the MLS is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association By-Laws, MLS By-Laws, MLS Rules and Regulations, or other membership 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 MLS 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 the Association (except where MLS participation without Association membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, the 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.

P. 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.

Q. No listing filed with the MLS shall establish, directly or indirectly, any contractual relationship between the MLS and the party or parties to the listing agreement.

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

S. Exempt Listings. If the seller refuses to permit the listing to be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service.

#### 8. PARTICIPANT AS PRINCIPAL.

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

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.

9. DISTRIBUTION.

MLS books containing listings accepted by the MLS shall be distributed to Participants bi-weekly. The number of books to be distributed shall be determined by the number of salespersons associated with the Participant and authorized to utilize the MLS.

Changes and additional information regarding multiple-listed properties will be distributed to all Participants of the MLS as specified from time to time by the MLS Board of Directors.

10. SELLING PROCEDURES.

A. Showing and Negotiating. Appointments for showing and negotiations for the sale (or lease) of a listed property filed with the MLS shall be conducted through the listing broker, except under the following circumstances:

(1) the listing broker has given the cooperating broker specific authority to show and/or negotiate directly, or

(2) after reasonable effort, the cooperating broker cannot contact the listing broker or a representative of the listing broker. However, the listing broker, at his option, may preclude such direct negotiation by the cooperating broker.

B. Offers and Counter-Offers.

(1) Presentation of Offers. The listing broker must make arrangements to present an offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

(2) Submission of Written Offers and Counter-Offers. The listing broker shall submit to the seller/lessor or owner all offers until closing unless precluded from doing so by law, government rule or regulation, or agreed otherwise in writing between the seller/lessor or owner and the listing broker. Unless a subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller/lessor or owner obtain the advice of legal counsel prior to the acceptance of such subsequent offer.

(3) Right of Cooperating Broker in Presentation of Offer. The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the

presentation to the seller/lessor or owner of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by seller/lessor or owner and the listing broker. However, if the seller/lessor or owner gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller/lessor's or owner's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented,

(4) **Right of Listing Broker in Presentation of Counter-Offer.** The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller/lessor or owner. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

C. **Restrictions Concerning Showing.** Restrictions relative to showing of the property listed must be observed by the listing broker.

D. **Reporting of Sales to the MLS** Status changes, including final closing of sales and sales prices, shall be reported to the MLS by the listing broker within 48 hours after they have occurred. If negotiations were carried on by a cooperating broker pursuant to Subsection A hereof, the cooperating broker shall report accepted offers and pries to the listing broker within 48 hours after occurrence and the listing broker shall report them to the MLS within 48 hours after receiving notice from the cooperating broker. 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.

In disclosure states, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS.

In states where the actual sale prices of completed transactions are not publicly accessible, failure to report sale prices can result in disciplinary action only if the MLS:

1. categorizes sale price information as confidential and
2. limits use of sale price information 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.

The MLS may provide sale price information to governmental bodies only to be used for statistical purposes (including the 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 sales prices information from those entities shall not be construed as a violation of the requirement to report sale prices. (Adopted 11/11).

Note: As established in the Virtual Office Website (VOW) policy, sale prices can only be categorized as confidential in states where the actual sale prices of completed transactions are not accessible from public records. (Adopted 11/11)

E. Reporting Resolutions of Contingencies. The listing broker shall report to the MLS within twenty-four (24) hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement is cancelled.

F. Information for Participants Only. Any listing filed with the MLS shall not be made available to any broker or firm not a member of the MLS without prior written consent of the listing broker.

G. "For Sale" and "Sold" Signs. If applicable law allows "FOR SALE" and "SOLD" signs:

- (1) Only the "FOR SALE" sign of the listing broker may be placed on a property;

(2) 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.

#### 11. DIVISION OF COMMISSIONS.

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

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

The compensation specified on listings filed with the MLS shall appear in one of two forms. The information to be published by the MLS shall clearly inform Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in one of the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount.

The listing broker retains the right to determine the amount of compensation offered to subagents and to buyer agents, which may be the same or different.

This shall not preclude the listing broker from offering any MLS participant compensation other than the compensation indicated on any listing published by the MLS, provided the listing broker informs the other broker, in writing, in advance of submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other participants in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 5/10)

The MLS shall not disclose in any way the total commission negotiated between the seller or owner and the listing broker.

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

The listing broker may, from time to time, adjust the compensation offered to other MLS Participants for their services with respect to any listing by advance published notice so that all Participants may be advised.

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

Participants may, but are not required to, disclose potential short sales to other Participants and subscribers. When disclosed, Participants may, at their discretion, advise other Participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

12. KEYBOXES AND KEYS.

The MLS will sell access cards to electronic keyboxes, which are provided for use on multiple-listed properties. The use of such access cards and electronic keyboxes shall be in accordance with the terms and conditions of the Cardholder Agreement and Keybox Agreements by and among the MLS and MLS Participants and individuals in Participants' offices (as amended from time to time); and in accordance with the following terms and conditions:

A. A notarized statement co-signed by the Participant must be filed with the MLS in case an access card is lost or stolen, and a report made to police authorities, with a copy of such report filed with the MLS.

B. A keybox may not be placed on a property without written authority from the property owner and tenant (if there is one). Written authorization to the listing broker from the property owner and tenant (if there is one) must be filed with the MLS before a keybox may be placed on a property.

C. Accurate records as to electronic keypads in inventory or issued will be maintained by the MLS. An annual audit and inventory of the keypads will be made, and a change of keypads will be made whenever there is evidence of any compromise of security serious enough to warrant such action. If at the time of such audit and inventory a keypad is unaccounted for, or if a keypad holder refuses or is unable to demonstrate that the keypad is within his or her physical control, then the keypad will be considered unaccounted for and the keypad will be deactivated in the electronic keybox/keypad computer system.

D. The listing broker is responsible for all keyboxes used in connection with his listings. When a property is sold, or a listing is withdrawn or has been terminated or has expired, the keybox shall be removed immediately and returned to the MLS office. If not returned in 30 days a charge shall be assessed to the listing broker.

E. The making available of electronic keypads to keyboxes and the use of such electronic keypads and keyboxes shall be in accordance with the security measures as set forth in the Lock Box Security Requirements (Statement of Multiple Listing Policy

7.31) of the "Handbook on Multiple Listing Policy - Residential" as adopted by the National Association of Realtors and as the same shall be amended from time to time.

13. SERVICE FEES AND SERVICE CHARGES.

The following service charges for operation of the MLS are in effect to defray the costs of 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 an amount established by the Board of Directors of the MLS 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 annual participation fee of each participant shall be an amount established by the Board of Directors of the MLS 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 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 the fiscal year of the multiple listing service. Fees shall be prorated on a monthly basis.

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.

C. Result of Non-payment. If the portion of the annual recurring participation fee payable by a Participant under sub-paragraph B(i) of this section is not paid when due, then, after 10 days notice has been given, no MLS books or information regarding listings will be sent to a Participant or the office of such Participant and access to the MLS computer system will be denied to such Participant and the office of such Participant until the amount due is received by the MLS. If the portion of the annual recurring participation fee payable under sub-paragraph B (ii) of this Section is not paid by a Participant when due, the number of MLS books or copies of information distributed to such Participant shall be reduced to the number of licensees the fee payable under said sub-paragraph B(ii) has been paid.

D. Reinstatement Fee. If any licensee employed by or affiliated with a Participant who is authorized to utilize the MLS discontinue said licensee's use of the MLS service, then, upon the subsequent resumption of such licensee's use of the MLS service within 5 years of discontinuation, the Participant shall pay a reinstatement fee of \$175 for such resumption of MLS service by said licensee.

14. PUBLICATION AND INFORMATION.

A. Any information provided by the MLS to Participants shall be considered official information of the MLS. 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 Connecticut state regulatory agency to engage in the appraisal of real property and Connecticut licensed or certified appraisers affiliated with such Participants.

B. The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as filed with the MLS by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

C. Association Members who are actively engaged in real estate brokerage, management, appraising, land development or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS, including "comparable" information, "sold" information and statistical reports. This information is provided for the exclusive use of Association Members and individuals affiliated with Association Members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise specified in these Regulations.

D. Use of information from the MLS compilation of current listing information, from any "Statistical Report" of the Association or from any "sold" or "comparable" report of the Association or the MLS for public mass-media advertising by an MLS Participant or in other public representations may not be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Association or its 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 Greenwich Association of Realtors or from the Greenwich Multiple Listing Service for the period (date) through (date)."

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation<sup>1</sup> provided to them by the MLS, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees and authorized to have access to such information or those individuals who are licensed or certified by an appropriate Connecticut state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation", or "Membership" or any right of access to information developed by or published by the MLS where access to such information is prohibited by law.

Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

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

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

***Note:** The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or "safe harbors" from copyright*

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<sup>1</sup> The term "MLS Compilation" as used herein shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file or any form whatsoever.

*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](#).*

All right, title, and interest in each copy of every MLS compilation created and copyrighted by the MLS, and in the copyrights therein, shall at all times remain vested in the Greenwich Multiple Listing Service, Inc. (Adopted 12/2020)

Each Participant shall be entitled to lease from the MLS a number of copies of each MLS Compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers) with such Participant with one copy of such MLS Compilation. The Participant shall pay for each such copy the rental fee set by the Board<sup>2</sup>.

Participants or their affiliated licensees shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

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

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

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

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

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<sup>2</sup> This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility.

require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 05/14)

A copyright notice is required on all displays of MLS data. An appropriate notice should state "Copyright 20\*\* Greenwich Multiple Listing Service, Inc." or "© 20\*\* Greenwich Multiple Listing Service, Inc." (Adopted 12/2020)

15. Participants and those persons affiliated as licensees with such participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

Any person 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 of the MLS Rules.

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

If the Committee (Board of Directors) determines that the use of the content was unauthorized, the Committee (Board of Directors) 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 Committee's (Board of Directors') 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.

16. CHANGES IN RULES AND REGULATIONS.

Amendments to these Regulations shall be by consideration and approval of the Board of Directors of the MLS, in accordance with the provisions of Article II, Section 1. (a) of the By-Laws of the MLS. All such amendments shall be subject to approval by the Board of Directors of The Greenwich Association of Realtors, Inc. When any such amendments have been approved by the Board of Directors of The Greenwich Association of Realtors, Inc., they shall be effective immediately or as stated in the amending resolution. If any such proposed amendments shall fail to receive the approval of the Board of Directors of The Greenwich Association of Realtors, Inc., the Board of Directors of the MLS shall be informed and advised that the proposed amendments be further considered and resubmitted to the Board of Directors of The Greenwich Association of Realtors, Inc.

17. INTERNET DATA EXCHANGE (IDX)

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

17.2 Authorization: Participants' consent for display of their listings by other Participants pursuant to these 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 2/2020)

17.3 Participation: Participation in IDX is available to all MLS Participants who are REALTORS® and who consent to display of their listings by other Participants.

17.3.1 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).

17.3.2 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)

17.3.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address for all displays on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution. (Amended 2/2020).

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

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

17.3.6 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. (Amended 5/12)

17.3.7 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. 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)

17.3.8 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 foregoing 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 11/09)

Section 17.3.9 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. (Adopted 5/12)

17.4. Display: Display of listing information pursuant to IDX is subject to the following rules:

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

17.4.2 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

17.4.3 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.

17.4.4 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters of 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 2/2020)

17.4.5 All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters of less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

17.4.6 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 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. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., of two hundred (200) characters of less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. (Amended 5/12)

17.4.7 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 one hundred (100) listings or fewer than five percent (5%) of the listings available for IDX display, whichever is fewer.

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

17.4.9 An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

17.4.10 Display of expired, withdrawn, cancelled, and sold\* listings is prohibited.

*\* Note: If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Amended 11/14)*

17.4.11 Display of seller’s(s) and/or occupant’s(s’) name(s), phone number(s), and email address(es) is prohibited.

17.4.12 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.

17.4.13 Participants are required to imply appropriate security protection such as firewalls on their websites and displays provided that any security measures required may not be greater than those employed by the MLS. (Amended 5/12)

17.4.14 Participants must maintain an audit trail of consumer activity on their web site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. (Amended 5/12)

17.5 Service Fees and Charges: Service fees and charges for participation in IDX shall be as established by the Board of Directors.

18. VIRTUAL OFFICE WEBSITE (VOW).

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

B. As used in Section 16 of these Regulations, the term “Participant” includes a Participant’s affiliated non-principal broker and sales licensee - except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

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

D. As used in Section 16 of these Regulations, the term “MLS Listing Information” refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

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

B. Subject to the provisions of the VOW Policy and these Regulations, a Participant’s VOW, including any VOW operating on behalf of a Participant by an AVP,

may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).

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

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

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

2. The Participant must obtain the name of, and a valid 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.

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

B. The Participant must assure that each Registrant’s password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of

each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

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

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

1. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
2. That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;
3. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
4. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
5. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

E. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the

Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

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

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

18.5 A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "Scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

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

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

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

**Seller Opt-Out Form**

1. Please check either Option a or Option b

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

OR

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

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

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initials of seller

C. The Participant shall retain such forms for at least seven years from the termination date of the listing.

18.7 A. Subject to subsection (b), a Participant's VOW may allow third-parties (1) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (2) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

B. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of these 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 16.8, 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."

18.8 A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 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.

18.9 A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every 72 hours.

18.10 Except as provided in these rules, the National Association Of Realtors® VOW Policy, or any other applicable MLS rules, regulations or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

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

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

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

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

18.15 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 are allowed to use MLS listing information through all delivery mechanisms when providing brokerage services, MLSs can no longer prohibit the display of pending ("under contract") listings to the Registrants of a participant's VOW*

B. The compensation offered to other MLS Participants.

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

D. The seller's and occupant's name(s), phone number(s), or e-mail address(es)

E. Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

## F. Sold information

18.16 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 Regulations or by other applicable MLS rules, regulations or policies as long as the source of such other information is clearly identified. The foregoing 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.

18.17 A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and shall include such disclaimers as the MLS directs to protect the MLS from liability.

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

18.19 A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 listings in response to any inquiry. (Amended 2/2020)

(Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of the rule but may not be fewer than 500 listings or 50% fifty percent of the listings in the MLS, whichever is less.) (Amended 2/2020)