



MLS Now Rules and Regulations

Effective 08/03/26

These Rules govern participation in and use of MLS Now's multiple listing service by all Subscribers¹. They ensure accurate, consistent, and current listing information and impartial cooperation among real estate professionals. MLS Now interprets these Rules in its reasonable discretion, informed by its Board and NAR guidance.

By participating with MLS Now's services, Subscribers and their affiliated brokerage firms accept these Rules and waive any right against MLS Now for claims arising from or related to these Rules.

1. Participation

- 1.1. Participation is open to REALTORS® and non-REALTORS® who are:
 - 1.1.1. Brokers who hold a current, valid real estate broker license and actively endeavor to list property of the type listed in the MLS Now Service and to cooperate on an impartial basis with other Participants.
 - 1.1.2. Appraisers who hold a current, valid license or certification and actively engage in appraisal work in the MLS Now service area.
 - 1.1.3. Non-principal brokers, sales associates, or licensed/certified appraisers affiliated with a Participant may be authorized to access MLS Now. Subscribers may be REALTORS® or non-REALTORS®, provided they are properly affiliated with a Participant and meet eligibility and orientation requirements.
 - 1.1.4. Clerical Users and Assistants. Clerical Users may access MLS content under written agreements, subject to fee, supervision, and eligibility policies. Registered assistant access may be granted pursuant to a written registration with MLS Now, under Participant supervision, and subject to these Rules.
- 1.2. Each brokerage firm designates one principal as the Participant responsible for compliance by all affiliated Subscribers.
- 1.3. Participation is personal to the individual Participant and their affiliated brokerage firm (to which these Rules also apply) and may not be transferred.
- 1.4. Each Participant must supply the names and license numbers of each licensee and appraiser affiliated with the Participant and notify MLS Now within two business days of the Participant being on notice of changes in affiliation or license status.
- 1.5. A Participant may not allow any licensee, under the Participant's license, whose license has been revoked, suspended or restricted by the applicable state licensing agency to use the MLS in any manner while the discipline is in effect except that the licensee may use the MLS under a restricted license provided such use is consistent with and does not violate such license restrictions.
- 1.6. Orientation. Any applicant for Participation and any Subscriber with access to MLS Now information shall complete orientation focused on MLS Rules and MLS system training within thirty calendar days after access is provided. Participants and Subscribers may be required, at MLS Now's discretion, to complete up to four hours of additional training in any twelve-month period to

¹ Terms are defined in Section 12 at the end of these Rules.

address rule changes, system enhancements, or policy updates. Failure to complete orientation or required training within prescribed timelines may result in suspension and fines until completion.

- 1.7. Failure to Pay MLS Fees; Resignation. When a Participant is suspended or expelled from the MLS for failure to pay MLS fees or charges, or if the Participant resigns from the MLS, the MLS will cease providing services. In the event the Participant is suspended or expelled, and their listings are removed from the MLS pursuant to this section, it will be the sole responsibility of the Participant to notify the seller(s) that the property is no longer listed in the MLS.
- 1.8. Violations of MLS Rules. When a Participant is suspended or expelled from the MLS for a violation of the Rules, the listings in the MLS at the time of suspension or expulsion will, at the affiliated Participant's option, be retained in the MLS compilation of current listing information until sold, withdrawn, or expired. In the event listings are removed from the MLS pursuant to this section, it will be the responsibility of the Participant to notify the seller(s) that the property is no longer listed in the MLS.
- 1.9. Application Rejection. In the event an application for participation in MLS Now is rejected, the applicant will be promptly notified in writing of the reason for the rejection. The applicant shall have the right to respond in writing and to request a hearing. The hearing will provide for adequate notice of the time and place and shall provide that the parties involved shall have the right to appear, present evidence, and be represented by legal counsel.

2. Listing Entry Requirements/Options

2.1. Listing Agreements.

- 2.1.1. Listing agreements for listings to be submitted to MLS Now must expressly authorize the broker to submit the listing and to provide the agreement and any amendments to MLS Now upon request. They must include a list date, a definite and final termination date, and the full gross list price (unless auction), and any other terms required by these Rules.
- 2.1.2. Within one business day of MLS Now's written request, the Participant must provide to MLS Now copies of written documentation required by these Rules, including listing and purchase agreements, amendments, seller marketing/showing instructions, and settlement statements, for verification of rule compliance and accuracy of information reported.

2.2. Mandatory Submission

- 2.2.1. A listing must be filed by the earlier of (i) two business days after a fully signed exclusive listing agreement for any property for sale within the Service Area, or (ii) one day after marketing a property to the public. If the listing is not yet being shown at all, the listing must be entered with the "Temporarily Off Market" status. "Marketing a property to the public" includes, without limitation, window displays, yard signs, digital marketing on public-facing websites, digital communications, multi-brokerage listing sharing networks, and applications available to the general public.
- 2.2.2. If a seller instructs that property information is not to be disseminated to the public using MLS Now's services, the listing must still be submitted to MLS Now by the above deadlines and designated for no outside distribution (i.e., "Internet No"). Participants must have the seller(s) complete the Seller Opt-Out of Internet Authorization Waiver form for such listings.
- 2.2.3. **If a seller instructs the property information is to be inserted in the PREP status, the Participant must have the seller(s) execute and complete the Seller PREP Authorization form and have the**



form along with the listing agreement submitted to the MLS within two business days of the list date. (Added 05/26)

2.2.4. Prior to submitting a listing, the listing Participant must verify that the same property is not already listed in MLS Now by another listing broker.

2.3. Property Types. MLS Now accepts the following property types and subtypes: residential (detached/attached), condominium, multifamily (2-4 units), residential income, manufactured housing, vacant land (residential and nonresidential), commercial sale, commercial lease, business opportunity which is sold with the real property (building) or is tied to the leasehold, rental (long-term and short-term where permitted), new construction, and auction.

2.4. Optional Listing Entry. In addition to mandatory-submission listings, MLS Now accepts:

2.4.1. Listings outside MLS Now's Service Area.

2.4.2. Rental listings.

2.4.3. Auction listings may be submitted if in full compliance with law and these Rules. Auction listings must:

2.4.3.1. Include a valid listing agreement establishing agency and authority to submit to MLS.

2.4.3.2. State an acceptable list price and minimum acceptable bid if applicable.

2.4.3.3. Clearly identify the listing as an auction and disclose material terms, including date/time/place (or platform), buyer's premium, inspection terms, pre-auction offer acceptance policy, and buyer broker registration procedures.

2.4.3.4. Disclose in remarks (private or public) any fees the buyer must pay to participate in the auction or to make the purchase.

2.4.3.5. Change status to Pending upon acceptance of a bid that ends the auction such that no additional bids are taken. Any reserve auction mechanics that would violate these Rules or applicable law are prohibited in the MLS.

2.4.3.6. If there is a requirement to use an online auction website to submit an offer/bid, that property must be available for auction bidding on the website and provide the ability for agents to register their prospective buyers on the website.

2.4.3.7. Online Bidding Sites (Non-Auction): Listings involving an online bidding process not conducted by a licensed Auctioneer Participant may not use the word "auction" and must be marked "Auction = No." Any reference to the bidding website may only be entered in the Online Bidding URL field and Private Remarks.

2.4.4. Net listings and open listings, wholesale, and one party listing(s) are not accepted.

2.5. Required Information.

2.5.1. At the time of filing a listing, Participants must include a property address. If no address exists, a parcel identification number may be used. If neither is available, a legal description sufficient to describe the location is required.

2.5.2. All remarks are subject to applicable advertising and fair housing laws.

2.5.3. Public remarks may include unbranded property descriptions only. The following types of information may not be included in public remarks:

- 2.5.3.1. Contact information of any kind;
- 2.5.3.2. Branded content;
- 2.5.3.3. Links to external websites of any kind;
- 2.5.3.4. Showing instructions or open house information.
- 2.5.3.5. Information regarding lockboxes, alarms, gate or other security codes, or occupancy status of the property.
- 2.5.3.6. Information directed toward agents or brokers, including references to compensation or bonuses.
- 2.5.3.7. Solicitations or invitations for the public to contact the listing agent or broker.
- 2.5.3.8. Content that violates Fair Housing law or that is deemed discriminatory, illegal, defamatory, offensive, or otherwise inappropriate.
- 2.5.3.9. Any seller-paid concessions offered must be entered only in the designated concessions fields, not in remarks. No dollar amounts permitted.

2.5.4. Private remarks may include contact information (name and telephone number only), access terms, contingency notes, lender information, and other broker-to-broker communications as permitted by MLS Now.

2.5.5. Virtual tour links must be placed only in designated fields.

2.5.6. New Construction Listings. Any Residential Property listed in the MLS that requires a new construction building permit must be designated in the system as a NEW CONSTRUCTION LISTING (NCL). Upon final closing of any property, the Listing Broker shall report or input in the MLS as 'sold' and report the selling price within 14 calendar days of the final closing date.

2.6. Required Disclosures.

2.6.1. Potential short sales when reasonably known to the listing Participant. A short sale is a transaction where the sale price is insufficient to pay the total of all liens and costs of sale, and the seller's lienholder(s) agree to accept less than the amount owed.

2.6.2. Properties co-listed by a Participant with a non-Participant must be submitted on the Participant's listing agreement and indicate that showings are to be arranged through the Participant's office or directly with the seller/lessor.

2.6.3. If a Participant or any affiliated licensee has any interest in a property it is required to be disseminated through MLS Now.

2.7. Listing Details/Accuracy.

2.7.1. Participants and Subscribers must submit accurate listing information and correct any known errors. MLS Now communicates information verbatim as filed by the Participant and disclaims responsibility for its accuracy. Each Participant agrees to hold MLS Now harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

2.7.2. Listings must accurately reflect present and proposed use per zoning or other applicable law and complete all required subtype fields and other required fields.

- 2.7.3. MLS Now may request documentation to verify corrections; Participants must correct inaccuracies and provide documentation within one business day of request.
- 2.7.4. MLS Now may edit or remove inaccurate content and may remove listings for failure to timely correct inaccuracies.
- 2.7.5. Any tax amount entered must be the gross amount of the latest full year taxes.
- 2.7.6. Assessments reasonably expected to apply to a buyer must be identified in the listing information.
- 2.8. Changes to price, terms, remarks, and other listing fields must be authorized in writing by the seller(s) and be updated in the MLS within two business days of the effective date of the change. Copies of any seller's instructions must be provided within one business day of MLS Now's request.
- 2.9. Properties to be sold separately must be individually indicated and published. When part of a multi-unit listing sells, the listing must be updated accordingly.
- 2.10. MLS Now may remove listings and information for a Subscriber's repeated failures to correct material errors.

3. Images and Documents

- 3.1. Participants must own or have written permission to use images/documents. The following are prohibited: visible branding, watermarks, photos of agent/broker, marketing overlays, QR codes, misleading content, or any content violating law. Lot lines, markers, and labels, for example, may be added if not the primary photo. MLS Now may remove non-compliant content and require timely correction.
- 3.2. Primary, exterior unaltered photo required: The primary image must be an unaltered current photo, except for new construction where an architectural rendering is permitted.
- 3.3. Virtual Staging, Digital Alteration, and AI-Generated Content.
 - 3.3.1. Permitted alterations (with disclosure): virtual staging limited to movable personal property (e.g., furniture, rugs, art), minor cosmetic edits (exposure, white balance, lens distortion), and sky replacement that does not materially change views or surroundings.
 - 3.3.2. Prohibited alterations: adding, removing, or modifying any permanent or structural feature (e.g., walls, windows, doors, ceilings, floors, cabinets, countertops, appliances, fireplaces, fixtures, decks, pools, fences), property size/lot lines/views, neighboring structures, roads, powerlines, or topography; changing exterior condition or landscaping in a way that misrepresents current condition; removing/obscuring material defects (e.g., cracks, water damage, mold, wiring, stains); depicting additions/renovations/upgrades not actually present; adding people/animals or safety devices; using filters/effects that misrepresent color/condition.
 - 3.3.3. AI-generated/CGI content: renderings, AI-generated images, and virtual remodels are permitted only if clearly labeled on-image as "Rendering," "Virtual Remodel," or "AI-Generated," and must not depict features or conditions that do not exist, except for new construction or proposed improvements expressly identified as such.
 - 3.3.4. Required disclosure and format: every altered/staged/rendered image must include an on-image label in a readable font (minimum comparable prominence) stating "Virtually



Staged,” “Digitally Altered,” or “Rendering/AI-Generated,” as applicable. Captions/descriptions must repeat the disclosure. Do not place branding in the disclosure.

3.3.5. Participants must retain original, unaltered media and provide it to MLS Now upon request for verification.

3.4. Subsequent Use of Media. Use of media that is included in the MLS compilation by any subsequent Subscriber requires prior written authorization from the Participant/Subscriber who previously submitted the media and any party with the legal right to grant that authorization.

4. Statuses and Sale Reporting

4.1. Status Changes

4.1.1. All status changes must be reported within two business days of the change, according to MLS Now’s status definitions in Section 4.2.

4.1.2. Listings automatically move to the appropriate off-market status on the expiration date unless extended in writing by the seller(s) and timely updated.

4.1.3. Listing brokers shall report the fulfillment, renewal, or cancellation of contingencies and the cancellation of pending sales within two business days and reinstate the listing if a valid listing remains.

4.2. Statuses. MLS Now listings must be designated with one of the following applicable statuses:

4.2.1. **PREP: Pre-Release Entry Property: A property that is in a pre-marketing status, entered into the MLS system and visible to all participants and subscribers. The pre-marketing status follows all MLS and NAR entry rules. (Added 05/26)**

4.2.2. **Active:** Property is available for showings and offers, with showings available on the same terms for all subscribers. All required fields are complete. Any offer deadlines or showing restrictions must be disclosed in remarks.

1. **Under Contract:** An offer has been accepted. If there are contingencies, indicate “contingencies” and “show”/“no show” per field options.

4.2.3. **Temporarily Off Market (TOM):** Marketing and showings are suspended at the seller’s direction while the listing agreement remains in effect.

2. **Withdrawn:** The listing agreement remains in effect, but the listing is withdrawn from the MLS compilation at the seller’s direction. A listing may be withdrawn before expiration with the seller’s written authorization (with or without release). Sellers do not have a unilateral right to require MLS Now to cancel a listing; MLS Now may remove or cancel a listing upon documented termination or invalidity of the listing agreement. Listings that are withdrawn must obtain the Participant’s written authorization to release the listing.

4.2.4. **Expired:** The listing agreement’s termination date has passed without renewal/extension.

4.2.5. **Canceled:** The listing agreement has been terminated before its stated expiration.

4.2.6. **Closed/Sold:** The transaction has closed. Sale price and other required closing information must be reported within the prescribed timeframe.

4.2.7. **Rented/Leased:** A lease has been executed for the rental listing.

4.3. Closing Information.

- 4.3.1. Closing information, including sale price, must be reported within 14 calendar days of the final closing date. Where available, Participants must also report seller-paid concessions actually paid at closing in the designated selling comments fields.
- 4.3.2. “Sold Before Processing” entries are permitted only if the purchase agreement was not signed/dated prior to the listing agreement being fully executed; both may be on the same day. Such listings must be entered into the MLS system within two business days of the list date.
- 4.3.3. If the listing broker fails to report a closed sale within 14 calendar days of the final closing date, the cooperating (buyer’s) broker may submit the closing information to MLS Now for entry. The cooperating broker must provide sufficient documentation to verify the closing (for example, a fully executed purchase agreement and settlement statement or equivalent closing disclosure). Upon verification, MLS Now will update the status to Closed/Sold, attribute the listing side to the listing broker of record and the selling side to the cooperating broker, and may issue a citation to the listing broker for failure to timely report. Post-closing entry by a cooperating broker does not alter brokerage relationships or create any entitlement to compensation beyond the parties’ agreements.
- 4.3.4. If there is no Participant representing the seller, the buyer’s broker may enter a “comp listing” after closing.

5. Cooperation, Showings

- 5.1. Cooperation. Participants must cooperate with all other Participants on an impartial basis in the best interests of their clients. Cooperation includes timely sharing of listing information, reasonable showing access consistent with seller instructions, and non-discriminatory access consistent with fair housing and safety considerations. Participants must provide immediate access to the listed properties consistent with the seller’s instructions.
- 5.2. Fair Housing. MLS Now prohibits any form of discrimination recognized by federal, state, or local law. Remarks and media must not express preferences or limitations prohibited by fair housing laws. MLS Now may remove content violating this policy and impose sanctions.
- 5.3. Refusal to Sell. If the seller(s) of any listed property filed with the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, that fact may be transmitted to the MLS for compliance purposes.
- 5.4. Physical Presence of Participant or Subscriber. A Participant or Subscriber must be physically present on the property at all times when providing access to a listed property unless the Seller has consented otherwise.
- 5.5. Lockboxes. If the lockbox or device requires additional information for access (e.g., “call listing agent for code”), the listing broker must respond promptly during customary hours. Members are prohibited from releasing lockbox codes without the written consent of the seller or the seller’s authorized agent.

6. Broker Compensation

- 6.1. MLS Now does not fix, control, recommend, suggest, or maintain commission rates or fees for services or the division of compensation between cooperating Participants or between Participants and non-participants.



- 6.2. Participants and Subscribers must not represent that their brokerage services are free or available at no cost unless no compensation will be received from any source for those services.
- 6.3. Listing Broker must disclose to prospective sellers 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. Listing Broker must conspicuously disclose in writing to sellers, and obtain seller's authority for any payments or offer of payment that the Listing Broker or seller will make to another broker, agent or other representative acting for buyers. The 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.
- 6.4. Unless inconsistent with governing law, a Participant working with a buyer must enter into a written agreement with the buyer before touring a home. The agreement must:
 - 6.4.1. Disclose conspicuously the amount or rate of compensation or how it will be determined if the Participant will receive compensation from any source.
 - 6.4.2. State compensation in an objectively ascertainable, non-open-ended manner.
 - 6.4.3. Prohibit the Participant from receiving total compensation for brokerage services from any source exceeding the amount or rate agreed in the buyer agreement; and
 - 6.4.4. Conspicuously state that broker fees and commissions are not set by law and are fully negotiable.
- 6.5. MLS Now will not accept listings containing an offer of compensation in the MLS to other Participants or Subscribers, and MLS Now will not create or facilitate any non-MLS mechanism for Participants, Subscribers, or sellers to make offers of compensation to buyer brokers or other buyer representatives. The MLS may not be used to publish broker-to-broker, broker-to-agent, or blanket offers of cooperative compensation in any field, media, or upload. Participants may not disclose in the MLS the total commission charged to the seller or the listing broker's commission.
- 6.6. Entry of seller-paid concessions negotiated in an accepted offer (e.g., credits toward buyer closing costs, rate buydowns, repairs) is permitted in the designated concessions fields. After closing, Participants may report seller-paid concessions actually paid at settlement in the designated fields, consistent with these Rules.

7. Data Use

- 7.1. Use of MLS Now's database and listing content is limited to authorized Participants and Subscribers and subject to these Rules.
- 7.2. A listing broker may use their own listing content in any manner consistent with applicable law and agreements.
- 7.3. Information provided by the Service is for the exclusive use of Participants and their affiliated licensees and may not be transferred to any third party (including software vendors or online AI tools) without a separate license agreement from MLS Now. Confidential fields intended only for other Subscribers (e.g., showing instructions, property security information) may not be displayed on IDX sites or VOWs.
- 7.4. Any advertising or other public representations based on information supplied by MLS Now must clearly state the period of time over which the claims are based and must include the following, or substantially similar, notice: "Based on information from MLS Now for the period (date) through (date)."



- 7.5. Use of another broker's listing content is limited to activities authorized under these Rules, a written license agreement with MLS Now, or written consent of the listing broker. Participants may not use creative, non-factual elements (e.g., photos, narratives, floorplans) from a prior listing without written permission from the owner of the rights in that content.
 - 7.5.1. No Participant may advertise another Participant's listing without the prior consent of the listing broker, except as permitted under the IDX and VOW Digital Display Policy.
 - 7.5.2. Subscribers may share listing content with individual prospective buyers in the ordinary course of business.
 - 7.5.3. Subscribers must not filter, suppress, or sort listings communicated to consumers based on the existence or amount of compensation or the name of a brokerage or agent. IDX display selections must be based only on objective criteria (e.g., property type, price, geography) independently chosen by each Participant.
- 7.6. Passcodes and credentials are personal and must not be shared. Participants must maintain control of, and display, the compilation only to prospective purchasers/tenants in the ordinary course of business.
- 7.7. Participants may use listing content to value a specific property for a specific client.
- 7.8. Without a separate license agreement, Participants may not use MLS content to test, research, or develop software, analytics, or other products or services, nor distribute data subsets to third parties except in connection with a single, specific property for an identified client.

8. Ownership, Copyright

- 8.1. MLS Now owns the compilation of listing content in any format in which it is collected and disseminated.
- 8.2. By submitting listing content, the Participant represents authority to license the content and grants MLS Now a license to include it in the MLS compilation and to use it for all purposes within MLS Now's business purposes. Each Participant agrees to defend and hold MLS Now and other Participants harmless from claims arising from inaccuracy or inadequacy of ownership, license, or title to the submitted content.
- 8.3. Upon request, MLS Now will provide a RESO-compliant feed of all listing content input by/for that Participant. Delivery charges must reflect actual costs. MLS Now will not limit a Participant's use of their own listing content or an authorized designee's use.

9. IDX and VOW Digital Display Policy

- 9.1. MLS Now offers Internet Data Exchange (IDX) and Virtual Office Website (VOW) licenses to enable Participant-controlled online display and client access to MLS listing data. IDX provides broker-controlled public display; VOW provides password-protected access to registered consumers in a bona fide broker-consumer relationship.
- 9.2. MLS Now will provide RESO-compliant IDX and VOW data feeds, excluding confidential fields (e.g., showing instructions, security information, broker-only remarks).
- 9.3. Listing brokers must honor seller-written elections to withhold the listing or the property address from internet display. If the seller elects to withhold the address, omit the address from public syndication and IDX; if the seller elects to opt out of all internet display, the listing must be excluded



from IDX display entirely. Opt-out forms must be retained for at least one year from the date of signature or the date of off-market, whichever is longer.

9.4. Eligibility and Control.

- 9.4.1. Participants are eligible for IDX and VOW and may authorize affiliated Subscribers to operate displays subject to Participant supervision. The display must be under the actual control of the Participant or Subscriber (i.e., the ability to add, delete, and modify IDX/VOW pages and data; control of domain/subdomain or app).
- 9.4.2. Service fees and charges for IDX/VOW participation, data licensing, and vendor access are established by the MLS Now Board and published in fee schedules. Operators and vendors must execute MLS Now's standard data license and comply with its terms.
- 9.4.3. For agents to have the ability to display the IDX database on their personal website(s), they must have received and provided to the MLS a copy of the Broker's written authorization giving the agent permission to display the IDX data. The IDX application must be signed by the Broker and agent and be submitted to the MLS.
- 9.4.4. The brokerage firm name must be clearly identified in a readily visible color and typeface on every page where listings are displayed.

9.5. Required Attribution, Disclosure and Contact Information.

- 9.5.1. Each listing display must be clear so that a reasonable consumer understands: (a) the identity of the listing broker; (b) the identity of the advertising broker; and (c) the listing broker's email or phone (or agent's if supplied).
- 9.5.2. Each IDX/VOW display must disclose: (a) the information is for consumers' personal, non-commercial use; (b) it may not be used for any purpose other than to identify prospective properties for purchase or lease; (c) data is deemed reliable but not guaranteed; and (d) properties may no longer be available.

9.6. Prohibited Content and Uses.

- 9.6.1. Do not display confidential fields intended only for Participants or violate fair housing, advertising, or other applicable laws.
- 9.6.2. Do not display or facilitate broker-to-broker, broker-to-agent, or blanket offers of compensation. Display of seller-paid concessions entered in designated concessions fields is permitted, provided they are not framed or used as compensation to a buyer representative.
- 9.6.3. Do not misrepresent the display as "the MLS," "Multiple Listing Service," or otherwise suggest the site/app is MLS Now.

9.7. Modification of Listing Content. Participants may not modify other brokers' listing content except: (a) to resize or reformat without changing content or context; (b) to correct manifest technical errors; or (c) to add consumer-facing badges/icons permitted by these Rules. Any modification that is permitted must not make the listing misleading.

9.8. Augmentation of Data. Participants may augment their display of MLS data with applicable property information from other sources on the same webpage, provided the data supplied by MLS Now is clearly separated and the source of the other information is truthful and clearly identified in immediate proximity to the data.



9.9. Refresh, Currency, and Accuracy.

- 9.9.1. IDX and VOW displays must refresh at least as frequently as daily.
- 9.9.2. Operators must maintain a means to receive and address accuracy complaints regarding any data the operator adds beyond MLS-supplied fields and must correct or remove false data upon determination.
- 9.9.3. Upon seller request conveyed by the listing broker within MLS Now's system, the site operator must disable display of AVMs and other features for that seller's listings.

9.10. Co-Mingling, Source Identification, and Search.

- 9.10.1. When displaying listings from more than one MLS or non-MLS source, clearly identify the source for each listing.
- 9.10.2. Sites must provide a filter that allows users to limit to MLS Now listings or MLS-sourced listings.
- 9.10.3. A Participant must limit the number of listings viewed, retrieved, or downloaded to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

9.11. Scraping, Framing, and Redistribution.

- 9.11.1. Do not frame other Participants' IDX displays without permission.
- 9.11.2. Do not redistribute raw IDX/VOW data to any third party, except to approved vendors under a written agreement for the operator's own display.
- 9.11.3. Take commercially reasonable steps to prohibit and impede scraping.

9.12. Advertising, Leads, and Display Practices.

- 9.12.1. Paid advertising is permitted if it does not obscure required attribution, mislead consumers, or imply endorsement by the listing broker. Lead forms must not misrepresent the identity of the operator and must not route leads in a manner that implies the advertising broker is the listing broker.
- 9.12.2. Not all listings from the MLS must be displayed on the Participant's and/or Subscriber's IDX sites so long as any exclusions are based on objective criteria, e.g., type of property, listed price or geographical location. Selection of listings displayed on any IDX site must be independently made by each Participant.

9.13. Monitoring and Audit.

- 9.13.1. MLS Now may require implementation of monitoring code or other compliance mechanisms on IDX/VOW displays and may audit displays for compliance on reasonable notice. Operators must remedy noncompliance within the stated timelines.
- 9.13.2. MLS Now may suspend or terminate IDX/VOW data access for material breach of these Rules, failure to pay fees, or failure to cure violations within prescribed timelines, without limiting other remedies.

9.14. VOW-Specific Rules

- 9.14.1. VOW users must establish a broker-consumer relationship with the Participant or Subscriber, provide a valid email address and name, and receive a unique login/password prior to accessing VOW data.

- 9.14.2. The VOW must require users to agree to terms of use prohibiting scraping, redistribution, and unlawful activities.
- 9.14.3. IDX/VOW operators must employ commercially reasonable measures to prevent scraping, automated data extraction, credential sharing, and unauthorized access, including rate limiting, bot detection, and secure transport (HTTPS).
- 9.14.4. A Participant's VOW may not make available for search by or display the following data: a) Expired or withdrawn listings; and b) Sales price on sold data if the actual sales price of completed transactions is not accessible from public records.
- 9.14.5. A Participant must require that Registrants' passwords be reconfirmed or changed every 90 calendar days.
- 9.14.6. A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on their 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 are displayed in immediate conjunction with that of every other party.

10. Enforcement, Dispute Resolution

- 10.1. MLS Now considers all written complaints alleging violations. When requested, MLS Now may process a complaint without revealing the complainant's identity; if a hearing is required and the original complainant declines to participate, MLS Now may appoint a representative complainant.
- 10.2. Fines and other sanctions are issued in accordance with MLS Now's penalty schedule.
- 10.3. Procedure for Complaints of Unauthorized Use of Listing Content. Any Participant who believes another has engaged in the unauthorized use or display of listing content may send written notice of the alleged use to MLS Now. After investigating, if MLS Now determines an unauthorized use has occurred, it may remove the content or send a notice to the user. A user receiving notice must, within two business days, either remove the content or provide proof of authorization. If the alleged violation remains uncured, the complaining party may seek action through a court of law.
- 10.4. Abusive Conduct. Subscribers may not engage in abusive conduct towards MLS Now or Association staff. Abusive conduct includes, but is not limited to, issuing threats or intimidation, using profanity or insulting language, harassment, or bullying.
- 10.5. Abuse of Notification of Reporting Entry Problems. If the MLS staff determines a Participant is abusing the system for notifying Participants or Subscribers of improper entries, the MLS staff reserves the right to waive email messages and place one courtesy telephone call, with correction required by 5:00 p.m. the same day. Failure to correct by the specified time will result in an automatic penalty and staff removal of the incorrect information.
- 10.6. Manipulation of Listing Data. A Subscriber may not modify or manipulate data relating to their listing(s) that alters the accuracy of the listing data information.
- 10.7. Corrections. Participants must make corrections by stated deadlines. Failure to correct may result in MLS Now removing information or the listing from the database and imposing penalties. MLS Now may waive ordinary notification protocols in cases of abuse of the correction process and require same-day correction after courtesy contact.

- 10.8. **Arbitration.** Complaints of unethical conduct against REALTOR® members will be referred to their Board/Association of REALTORS® for appropriate action in accordance with the Professional Standards Manual established in the Board/Association's Bylaws. By becoming and remaining a Participant, each Participant agrees to arbitrate MLS-participant-to-participant disputes involving contractual and specific non-contractual issues, administered in accordance with applicable interboard arbitration agreements or the Code of Ethics and Arbitration Manual. Non-REALTOR® Participants and Subscribers are bound to the arbitration forum applicable to the REALTOR® Participant through whom they access MLS Now or as specified by MLS Now's governance. A Participant may not bring legal action against another Participant for alleged rule violations without first exhausting the remedies provided in these Rules.
- 10.9. **Indemnification; Limitation of Liability.** Participant shall defend, indemnify and hold harmless MLS Now and every other Participant from and against any liability, claims, costs, or losses, including reasonable attorney fees, arising out of any content the Participant submits to or wrongfully reproduces from the MLS. In no event will MLS Now be liable to any Participant or any other party for any indirect, special, or consequential damages, and all other damages shall be limited to an amount not to exceed the MLS fees paid by the Listing Broker.
- 10.10. **MLS Now Internal Policies.** MLS Now maintains internal policies governing the operation of the MLS and topics such as required fields and confidential fields, which MLS Now will enforce internally and may not deviate from at the request of a Participant or Subscriber.

11. Fees and Suspension

- 11.1. The MLS establishes dues/fees to be paid by its Participants and listed in the MLS Now Fee Schedule. Each Participant is responsible for unpaid dues, fees, and fines otherwise due from their affiliated Subscribers.
- 11.2. If MLS fees, fines, or other charges remain unpaid by the due date, MLS services may be suspended for the Participant and/or Subscriber after prior notice of at least 30 calendar days of the proposed suspension date.

12. Definitions

The following defined terms apply in these Rules:

- 12.1. **Appraiser:** An individual holding a current, valid appraiser license or certification under applicable state law.
- 12.2. **Auction:** A sale method in which a property is sold to the highest qualified bidder under published terms and conditions.
- 12.3. **Broker:** A person or firm holding a current, valid real estate broker license under applicable state law.
- 12.4. **Business Day:** Monday–Friday, excluding federal and Ohio state holidays.
- 12.5. **Buyer:** A prospective purchaser or tenant, or their authorized representative, in a real estate transaction.
- 12.6. **Clerical User:** A non-licensed assistant or staff member who, under a written agreement and the supervision of a Participant, is authorized for limited access to MLS Now.
- 12.7. **Cooperating Broker:** A Participant who seeks to show, present, or procure a buyer/tenant for a listed property.



- 12.8. **IDX:** Internet Data Exchange, permitting broker-controlled public display of listings, subject to these Rules.
- 12.9. **List Date:** The effective date or starting date of the term of the Exclusive Right to Sell or Exclusive Agency agreement or the last seller's signature date on the agreement, whichever is later.
- 12.10. **Listing Broker:** The Participant responsible for a listing agreement and its submission to MLS Now.
- 12.11. **Listing Content:** All information, data, media, and materials submitted to MLS Now, including photos, remarks, documents, and structured fields.
- 12.12. **Media:** Photos, videos, renderings, floor plans, virtual tours, and other graphical materials submitted to MLS Now.
- 12.13. **MLS Now Database:** The compilation of listing content and related information that MLS Now collects, validates, maintains, and disseminates to authorized users.
- 12.14. **Monitoring Code:** Code or mechanism provided by MLS Now that must be implemented on IDX/VOW displays to support monitoring and compliance.
- 12.15. **Net Listing:** A listing agreement under which the broker's compensation is the amount by which the gross sales price exceeds a specified net amount to the seller.
- 12.16. **Office Exclusive:** A listing withheld from dissemination to other Participants at the seller's written direction, subject to Clear Cooperation rules if publicly marketed. *(Please see section 2 for mandatory submission requirements.)*
- 12.17. **Open Listing:** A non-exclusive listing where multiple brokers may be authorized and compensation is paid only to the procuring cause of the sale.
- 12.18. **Participant:** A principal broker or appraiser who meets the qualifications for participation in MLS Now and is responsible for compliance by affiliated Subscribers.
- 12.19. **PREP:** The PREP listing offers options for the broker authorized by the seller. Showings are optional, as are IDX feeds to public portals (the internet). Public marketing is permitted, allowing for yard signs, social media posts, etc. per the entry rules stated within the guidelines of these Rules. Price history and days on market are suppressed during the PREP pre-marketing period of 7 business days. **Please see section 2 for mandatory submission requirements. (Added 05/26)**
- 12.20. **Sanction:** A penalty or disciplinary measure, including fines, mandatory education, suspension, or termination, imposed for a violation of the Rules, as permitted by these Rules and MLS Now policy.
- 12.21. **Seller:** The owner(s) of record or authorized representative(s) who have engaged a listing broker.
- 12.22. **Service Area:** MLS Now's service area includes the territorial jurisdictions of its shareholder associations and any additional areas defined by the MLS Now Board, including areas supplied by reciprocal or data share agreements.
- 12.23. **Short Sale:** A transaction where the sale price is insufficient to pay the total of all liens and costs of sale, and the seller's lienholder(s) agree to accept less than the amount owed.
- 12.24. **Subscriber:** A principal broker, non-principal broker, sales associate, or licensed/certified appraiser affiliated with a Participant who is authorized to access MLS Now. Subscribers may be REALTORS® or non-REALTORS®, provided they are properly affiliated with a Participant and meet eligibility requirements.



- 12.25. **Virtual Staging:** The digital addition, removal, or modification of images within media to depict how a property might appear when furnished or decorated.
- 12.26. **VOW:** Virtual Office Website, providing password-protected access to MLS data to registered consumers in a bona fide broker-consumer relationship.

13. Changes to Rules and Interpretation

- 13.1. Amendments. The Board may amend these Rules by majority vote; staff may issue non-substantive updates and implementation guidance.
- 13.2. NAR Mandatory Policies. NAR-mandated changes are automatically incorporated. If a conflict arises with an NAR Mandatory policy, that policy controls and this document is deemed conformed.
- 13.3. Interpretation. MLS Now has reasonable discretion to interpret these Rules and to issue related policies, implementation guidelines, and appendices.