RULES AND REGULATIONS OF THE MULTIPLE LISTING SERVICE OF THE OUTER BANKS ASSOCIATION OF REALTORS®, INC.

Revision 73, October 15, 2026

Contents

SECTION 1--LISTING PROCEDURES 2
SECTION 2--SELLING PROCEDURES 14
SECTION 3--REFUSAL TO SELL 17
SECTION 4--PROHIBITIONS 17
SECTION 5—NO COMPENSATION SPECIFIED ON MLS LISTINGS 18
SECTION 6--SERVICE CHARGES 19
SECTION 7--COMPLIANCE WITH RULES 20
SECTION 8--MEETINGS 21
SECTION 9--ENFORCEMENT OF RULES OR DISPUTES 22
SECTION 10--CONFIDENTIALITY OF MLS INFORMATION 23
SECTION 11--OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS 23
SECTION 12--USE OF COPYRIGHTED MLS COMPILATIONS 25
SECTION 13--USE OF THE MLS INFORMATION 26
SECTION 14--CHANGES IN RULES AND REGULATIONS 27
SECTION 15--ORIENTATION 27
SECTION 16--INTERNET DATA EXCHANGE 27
SECTION 17 – THIRD PARTY ACCESS TO THE MLS DATABASE 31
SECTION 18 – VIRTUAL OFFICE WEBSITE (VOW) RULES FOR MLSs 31
APPENDIX 1: MLS FINES, FEES and OTHER CHARGES 37
APPENDIX 2: MLS AREA DESCRIPTIONS 38
APPENDIX 3: REVISION CHANGE NOTICES 40

SECTION 1--LISTING PROCEDURES

1.0 JURISDICTION

All listings of properties located within the service area of the Outer Banks Association of REALTORS® (Dare and Currituck Counties) must be entered into the computerized data bank of the Multiple Listing Service (MLS) within 72 hours of effective date of listing or after all necessary signatures of Seller(s) and listing firm have been obtained whichever is later. Property data input forms will be supplied by the MLS for duplication and use by the participants. Participants may enter into the MLS data bank listings of properties located in all counties within the state of North Carolina. Participants may not enter into the MLS open or net listings. The Exclusive Right to Sell and the Exclusive Agency listing shall be the only listing agreements accepted by the MLS for publication. This does not preclude Participants from accepting all other types of listings. (04/04/13)

a. Single family homes for sale or exchange
b. Vacant lots and acreage for sale or exchange
c. Two-family, three-family and four-family residential buildings for sale or exchange.
d. Commercial property for sale or exchange

Note 1: The multiple listing service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the multiple listing service. However, the multiple listing service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants
- assure that no listing form filed with the multiple listing service establishes, directly or indirectly, any contractual relationship between the multiple listing service and the client (buyer or seller)

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

The listing agreement must include the seller's written authorization to submit the agreement to the multiple listing service. (Amended 11/96)

The different types of listing agreements include:

- exclusive right-to-sell
- open
- exclusive agency
- net

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

The **exclusive right-to-sell** listing is the form of listing where the seller authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale of the property.

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale of the property but also reserves the seller the general right to sell the property on an unlimited or restrictive basis.

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempt should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to- sell listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations. (Amended 4/92)

Note 2: A multiple listing service does not regulate the type of listings its members may take. This does not mean that a multiple listing service must accept every type of listing. The multiple listing service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings. (Amended 8/1.0.1 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 11/19)

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. The applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS Rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be fled with the service and is not currently available to other MLS Participants. (02/13/20)

1.2.0 Participants and subscribers are required to submit accurate listing data and are required to correct any known errors. (02.01.21)

1.2.1 LIMITED-SERVICE LISTINGS

Listing agreements under which the listing broker will not provide one, or more, of the following services:

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

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

c. Advise the seller(s) as to the merits of offers to purchase

d. Assist the seller(s) in developing, communicating, or presenting counter-offers

e. Participate on the seller's(s') behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g., LR or LS) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

1.2.2 Multiple Listing Options for Sellers

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

Delayed syndication is not permitted. (05/2026)

Exempt Listing Disclosure: The filing of an office exclusive with the MLS must be pursuant to a certification, signed by the seller, obtained by the listing broker which includes:

• disclosure about the professional relationship between the Participant and the seller;

acknowledgement that the seller understands the MLS benefits they are waiving or delaying with the exempt listing, such as broad and immediate exposure of their listing through the MLS; and

• confirmation of the seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an office exclusive listing or that their listing will not have immediate public marketing through IDX and Syndication as a delayed marketing listing.

Multiple Listing Options for Sellers requirements only apply to listing types that are subject to mandatory submission pursuant to the MLS local rules.

Note 1: Deleted (05/2026)

Note 2: MLS Participants must distribute Office Exclusive Exempt listings through the MLS to other MLS Participants and Subscribers within (1) one business day after the listing has been publicly marketed. See Section 1.1, Clear Cooperation. M

1.3 DEFINITIONS

1.3.1 "Calendar Days" – All days of the week including weekend days and Federal and Postal Holidays.

1.3.2 "Enter" – The term enter is used to describe the process of using the computer to input listing information into the MLS.

1.3.3 "Submit" – The term submit is used to describe the action of getting a copy of the listing agreement or other document to the MLS office.

1.3.4 "Personal Promotion" – The display of any identifying information within the Multiple Listing Service that would encourage or promote the public to have access to the listing agent, firm or other service provider (for example, select appraisers, mortgage brokers, home inspectors, photographers), outside of the required agency fields or photos. Videos submitted to the MLS must be unbranded. Video may not be hosted on a branded channel or alongside branded content. Addendums and other documents relating to the listing or other disclosures as required by law with associated documents of a listing are not to be considered personal promotion. (Revised 10/26)

1.3.5 "Place Holder" – An entry in a required field in place of information that can be obtained by due diligence. When verifiable information of a required field is absent or unobtainable, it must be disclosed in the Broker NOTEs. (Revised 6/06)

1.4 TYPES OF PROPERTIES:

Only recorded properties may be filed with the Service.

1.4.1 Except as further provided in this Section, only recorded real properties or leasehold properties, with the original lease term of 36 months or greater, may be filed with the service. (Revised 12/06)

1.4.2 Properties that are referenced by an approved preliminary plat for which a final plat has not yet been received from the appropriate governing bodies may be listed with the following conditions:

1.4.2.1 The listing agreement filed with the service is accompanied by a certification of the listing agent that the preliminary plat has been approved by the appropriate governing body (ies).

1.4.2.2 The remarks must contain the following language: "Final subdivision plat has not been approved or recorded and is subject to change. A contract may be terminated without breach, if the final record plat differs in any material respect from the preliminary plat (per NCGS 153A-334). (Revised 7/06)

1.4.3 Condominiums for which the Declaration of Condominium which will create the condominium has not yet been recorded at the Register of Deeds, may be listed with the following conditions: (Revised 10/06)

1.4.3.1 The listing agreement, filed with the service, is accompanied by a certification of the listing agent that a proposed Public Offering Statement plus all required attachments thereto, including, but not limited to, the Declaration to create the condominium is on file at the listing office and will be provided to the prospective purchasers. (Revised 10/06)

1.4.3.2 The remarks must contain the following language:

"The Declaration of Condominium which will create the condominium has not yet been recorded in the Register of Deeds. There are various statutory obligations regarding what must be in a Public Offering Statement and its delivery to a purchaser, including the right of the purchaser to cancel the contract within seven (7) calendar days following the signing of the contract or upon receiving a notice of any material change in the Public Offering Statement including any of its attachments, which include the Declaration of Condominium." (Revised 10/06)

1.4.4 Long Term Rentals, where the term of rental is 90 days or greater, may be submitted for publication in the MLS. Submittal to the MLS for publication is premised on the participant having an exclusive listing to rent this property. (11/11/11)

1.4.5 Construction Packages are residential listings where the home is not yet built, and no building permit has been issued. These may be listed with the service provided the following conditions are met.

1.4.5.1 The public comments should state "To be built" and if the buyer is expected to buy the land first and then carry the construction loan.

1.4.5.2 The same parcel may also be listed as Lot/Land, but only one of the two listings can be sold. When one listing goes to SOLD, the other listing will be withdrawn.

1.4.5.3 When the Construction Package goes Under Contract, its type will remain Construction Package, regardless of future issuance of building permits.

1.4.5.4 If a building permit is issued by the appropriate governing body before the listing goes Under Contract, then the Type field may be changed to Single Family - Detached (or other Type as appropriate). (08/02/18)

1.4.5.5 Prior to marketing a Construction Package, the Owner of Record for the subject lot must give written permission to the MLS to market their lot as a Construction Package.

1.5 LISTINGS SUBJECT TO THE RULES AND REGULATIONS OF THE SERVICE:

1.5.1 Any listing entered into the MLS is done so within the scope of the Participant's licensure as a real estate broker.

1.5.2 Any listing taken on a contract to be filed with the MLS is subject to the Rules and Regulations of the Service upon signature of the Seller(s).

1.6 LISTING REQUIREMENTS:

There will be no listing fee charged. Only one entry may be entered per listing agreement.

1.6.1 Written Documentation. Listing brokers filing listings with the service shall have a written listing agreement with all necessary signatures in their possession. Only listings that create an agency relationship between the seller and the broker participant are eligible for submission to the service. By inputting a listing to the service, broker participants and real estate subscribers represent that they have in their possession such written agreements establishing agency and the represented type of listing agreement. The service shall have the right to demand a copy of such written listing agreements and verify the listing's existence and adequacy at any time. The service shall also have the right to demand a copy of seller's written authorization required under these rules. If the broker participant or real estate subscriber fails to provide documentation requested by the service within 24 hours, the service shall have the right to immediately withdraw any listings from the database in addition to disciplining the broker participant and real estate subscriber for a violation of MLS rules.

1.6.2 Initial listing agreements must be entered into the MLS within 72 hours as described in paragraph 1.1 above.

1.6.3 Pictures or sketches of improved property must be entered into MLS or submitted to the Association office within 72 hours. Acceptable photos are photos of listed property and surrounding area that do not include any advertising or identifying contact information. Sellers may expressly direct that photographs of their property not appear in the MLS compilation. All community photos, views and / or area marketing photos must be secondary photos and NOTE

with a title description. Any photo of the listed property that does not accurately portray the property, as it currently exists, must have the words "Similar to", "Virtually Staged / AI Generated" or "To be Built", displayed prominently and in a manner not obscured by the photo or rendering, and in bold contrasting color and type face. For Virtually Staged or AI-generated photos, the original photo must be included in the MLS, and both versions must be clearly labeled.

1.6.3.1 Single Family Homes - The primary photo must be an exterior view of the house and should clearly illustrate the subject property within the photo. The subject property should be depicted in a manner that is clear to the viewer and not to be confused with other surrounding property. Large scale aerial views of the surrounding property should be entered as secondary photos.

1.6.3.2 Condominium – The primary photo must be an exterior view of the condominium. Condominiums having (5) five or more units within a building may include aerial views that clearly illustrate the community / development within the photo. The community / development should be depicted in a manner that is clear to the viewer and not to be confused with other surrounding homes or community / developments. Large scale aerial views of the surrounding property should be entered as secondary photos.

Stand Alone Condominiums having (4) or fewer units should follow the same primary photo rules as Single Family Homes and depicted in a manner that is clear to the viewer and not to be confused with other surrounding homes. Large scale aerial views of the surrounding property should be entered as secondary photos.

1.6.3.3 Lot / Land Listings – The primary photo must be of the actual lot, copy of a survey of the lot, or a copy of the community plat highlighting the lot. Large scale aerial views of the lot and surrounding properties, where the lot boundaries are clearly identified, are acceptable as primary pictures. (5/5/2016)

1.6.3.4 To be built homes – This applies to both Construction Packages and other listings where a building permit has been issued by the appropriate governing body, but construction has not yet begun. The primary photo must be an image, computer generated design and / or sketch of the home and the words "To be Built" must be displayed on the image and must be in a readily visible color and typeface. Large scale aerial views of the surrounding property should be entered as secondary photos. (08.02.18)

1.6.3.5 Commercial Listings - The primary photo must be an exterior view of the subject property and should clearly illustrate the subject property within the photo. The subject property should be depicted in a manner that is clear to the viewer and not to be confused with other surrounding property. Large scale aerial views of the surrounding property should be entered as secondary photos.

Stand Alone Commercial Condominiums having (4) four or less units are to follow the same guidelines as above and should clearly illustrate the subject property within the photo. The subject property should be depicted in a manner that is clear to the viewer and not to be confused with other surrounding property or developments.

Commercial Condominiums having (5) five or more units within a building may include aerial views that clearly illustrates the development within the photo. The development should be depicted in a manner that is clear to the viewer and not to be confused with

other surrounding property or developments. Large scale aerial views of the surrounding property should be entered as secondary photos.

1.6.3.6 Co-Ownership - Listings published in the MLS that are listed as the TYPE / CO-OWNERSHIP (5 Weeks +) must have the words CO-OWNERSHIP displayed on the primary picture in a readily visible color and font and in a reasonably prominent location."

1.6.4 Properties under contract must be entered in to the MLS within 72 hours.

1.6.5 Properties sold must be entered into the MLS within 72 hours of the recording date.

1.6.6 Teams are defined as:

1.6.6.1 Two or more REALTORS® working together, listing and selling real estate and actively promoting themselves to the public as a team; and

1.6.6.2 Receiving compensation solely based on the team's performance

1.6.6.3 If an agent is part of a Team as defined above, they are required to list property and record sales under their Team name. Failure to list property and record sales under their Team name would result in a fine of $500 for the Broker in Charge. (02.13.25)

1.7 FINES:

Fines will be imposed by the MLS for failure to comply with the listing requirements outlined above or as specified in the following section.

1.7.1 A fine as specified in Appendix 1 will also be imposed for failure to enter a primary photo as specified in 1.6.3 above within the required time limit, to be assessed every 72 hours thereafter until such photo is entered. No fine will be assessed if the seller expressly directs that photographs of their property do not appear in the MLS compilation. (9/21/11)

1.7.2 A fine as specified in Appendix 1 and deletion of photo will be imposed for entering an unacceptable photo.

1.7.3 A fine as specified in Appendix 1 will be imposed for failure to enter a listing into the MLS within 72 hours of the effective date of the listing or after all necessary signatures of Seller(s) and listing firm have been obtained, whichever is later.

1.7.4 A fine as specified in Appendix 1 will be imposed for failure to provide the listing agreement and all supporting documentation to the service within 24 hours when requested by the service per paragraph 1.6.1 above. In addition, if the listing and all supporting documentation is not delivered to the service within 24 hours the service will remove the listing from the MLS. The fine will not be due and payable until the MLS Committee has reviewed and approved the fine.

1.7.5 A fine as specified in Appendix 1 will be imposed for each required field in the MLS Listing that is left blank or contains a place holder (example N/A or 9999).

1.7.6 A fine as specified in Appendix 1 will be imposed for each MLS listing that does not contain a numerical street address and name, with the exception of property that has not yet been assigned addresses by the appropriate municipality.

1.7.7 A fine as specified in Appendix 1 will be imposed for failure to identify subdivision, lot # and section, block, phase or tract on properties located within a recorded subdivision as available on county tax records.

1.7.8 A fine as specified in Appendix 1 will be imposed for failure to identify the county as Dare, Currituck, Hyde, Tyrrell, Camden, or Other. Listing of properties in counties outside the State

of North Carolina will result in a fine as specified in Appendix 1 and deletion of the listing from MLS system. (06/22/11)

1.7.9 A fine as specified in Appendix 1 will be imposed for personal promotion in any of the data fields. Personal promotion includes but is not limited to telephone numbers, email and webpage addresses, signs and virtual tours that link to personal promotion/contact information. Contact information is allowed in the Additional Showing Instruction field to facilitate showing coordination.

1.7.10 A fine as specified in Appendix 1 will be imposed for failure to remove personal promotion/ contact information in a listing. A fine as specified in Appendix 1 will be assessed every 72 hours thereafter until information is removed.

1.7.11 A fine as specified in Appendix 1 will be imposed for failing to identify the listing as either an Exclusive Right to Sell or an Exclusive Agency Listing. Exclusive Agency Listings and Exclusive Right to Sell Listings with named prospects exempted should be clearly distinguished.

1.7.12 A fine as specified in Appendix 1 will be imposed for failure to input "Under Contract" within 72 hours of the contract date.

1.7.13 A fine as specified in Appendix 1 will be imposed for failure to input "Sold" within 72 hours of the recording date. A fine as specified in Appendix 1 will be assessed every 72 hours thereafter until information is removed. (05.12.22)

1.7.14 A fine as specified in Appendix 1 will be imposed for failure to enter the area description as specified in Appendix 2 of these rules and regulations.

1.7.15 A fine, as specified in Appendix 1 will be imposed for advertising more bedrooms in the numeric "Bedroom" field than are legally permitted by relevant authorities. (10/24/12)

1.7.16 It shall constitute a violation of OBAR MLS Rules and Regulations for a Participant to submit photographs, images, virtual tours, videos or other information to OBAR MLS that includes identifying information about the Participant or Subscriber. A Participant who submits a photograph, image, virtual tour or video (collectively "the Content") to OBAR MLS warrants that the Participant owns the copyright to the Content or has been authorized to assign and / or grant a license to the OBAR MLS for the use of the Content and by submitting the Content to OBAR MLS, does thereby convey to OBAR MLS an irrevocable and non-exclusive license to use the Content for any, and all purposes deemed appropriate by OBAR MLS in its sole discretion, including, but not limited to, publication and dissemination of the Content in the OBAR MLS Compilation, or to display it on any Internet web site to which OBAR MLS provides Listing Content. Participant agrees to indemnify, defend, and hold OBAR MLS and its other Participants and Subscribers harmless from any and all damages or losses, including attorney's fees and litigation costs or expenses arising from claims made against OBAR MLS and its other Participants and Subscribers by a third party based upon OBAR MLS's and its other Participants and Subscribers dissemination or display of the photograph or image submitted by the Participant. A fine, as specified in Appendix 1, will be imposed for violation Section 1.6.3, in addition to all other rights and remedies available to OBAR MLS for a violation hereof. (10/24/12)

1.7.17 A fine, as specified in Appendix 1 will be imposed for any of the following:

1.7.17.1 Failure to include supporting documentation in the Associated Documents for data entered into any Rental Income field within 72 hours of the effective date of the listing.

1.7.17.2 The “Advertised Rental Income” and “Owner Rental Income” fields are to be actual numbers and shall not include “pencil math”, such as “it would have rented if…” projections.

1.7.17.3 Projections used for “Est Annual Rental Income” must be prepared by a licensed property manager and include their name, company name, and contact information.

A fine, as specified in Appendix 1, will be assessed every 72 hours thereafter until this information is added to the Associated Documents. (10/06/16)

1.7.18 A fine shall be imposed for entering broker compensation in any listing in the MLS as follows:

1.7.18.1 First Offense - $500

1.7.18.2 Second Offense - $1000

1.7.18.3 Suspension from the MLS for 30 days.

1.7.19 A fine will be imposed for the failure to have an executed, written buyer representation agreement prior to touring a for sale property as follows:

1.7.19.1 First Offense - $500

1.7.19.2 Second Offense - $1000

1.7.19.3 Suspension from the MLS for 30 days**.**

1.8 DETAIL ON LISTINGS FILED WITH THE SERVICE

A Listing Agreement filed with the MLS by the listing broker, shall be complete in every detail which is ascertainable as specified on the Property Data Form.

1.9 LIMITED SERVICE LISTINGS

Limited Service Listings are listing agreements under which the listing broker will not provide one, or more, of the following services:

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

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

1.9.3 Advise the seller(s) as to the merits of offers to purchase;

1.9.4 Assist the seller(s) in developing, communicating, or presenting counter-offers; or

1.9.5 Participate on the seller(s) behalf in negotiations leading to the sale of the listed property.

1.9.6 Limited Service Listings will be identified with the code in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers’ clients, prior to initiating efforts to show or sell the property. (Adopted 05/01)

1.10 Deleted (05/2026)

1.11 CHANGE OF STATUS OF LISTING:

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the Seller and shall be filed with the Service within twenty four (24) hours (excepting weekends, Federal holidays, and postal holidays) after the authorized change is received by the listing broker.

1.12 ACCEPTABLE LISTING STATUS DESIGNATIONS:

Acceptable listing status designations are:

1.12.1 Active - A valid listing agreement exists between the Seller of the property and a Participant of the Service.

1.12.2 Extended - A valid listing agreement scheduled to expire has been extended for an additional listing period.

1.12.3 U/C – Continue to Show – An Offer to Purchase and Contract has been entered into by the Buyer and Seller and the contract is legally voidable by the Seller. The Seller could accept another offer. (02/13/15)

1.12.4 Under Contract - An Offer to Purchase and Contract has been entered into by Buyer and Seller where the contact is not legally voidable by the Seller. The Seller cannot accept another offer other than a backup offer.

1.12.5 Back On Market - A ratified Offer to Purchase and Contract fails to close and all involved parties agree to terminate the contract. The subject property is placed back on the market under the existing valid listing agreement.

1.12.6 Sold - The property has been sold and the title transferred.

1.12.7 Withdrawn - The property has been withdrawn from the market by mutual agreement of the Seller and the Participant.

1.12.8 Expired - The listing has expired and notification has not been received by the Service that the listing agreement has been renewed or extended.

1.12.9 Temporarily Off Market (TOM) - A binding contract is in place between the Listing Broker and the Seller, but the Seller has requested, via an amendment to the listing agreement, that the property not be actively marketed for a period not exceeding 30 days. TOM Status can only be used twice within a 180 day period. (10/08/2020)

1.13 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:

Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement provided notice is filed with the Service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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

1.14 CONTINGENCIES APPLICABLE TO LISTINGS:

Any material contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

1.15 LISTING PRICE SPECIFIED:

The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings.

1.16 LISTING MULTIPLE UNIT PROPERTIES:

All properties which are to be sold or which may be sold separately must be indicated individually in the listing and in the computer property data. When part of a listed property has been sold, proper notification should be given to the MLS by a change in the computer data bank.

1.17 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:

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 cooperating Participants and non-participants.

1.18 EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS:

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

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the Service. (Revised 11/06)

1.19 TERMINATION DATE OF LISTINGS:

Listings filed with the Service shall bear a definite and final termination date as negotiated between the listing broker and the Seller.

1.20 Service Area :

Only listings of recorded properties located within the service area of the Outer Banks Association of REALTORS® are required to be entered into the Service. Listings of property located outside the Association's service area will be accepted if entered voluntarily by a Participant, but cannot be required by the Service. (11/17)

1.21 LISTINGS OF SUSPENDED PARTICIPANTS:

When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, 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 Service until sold, withdrawn or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board 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.

1.22 LISTINGS OF EXPELLED PARTICIPANTS:

When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board bylaws, MLS bylaws, MLS rules and regulations, or other

membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS shall, at the expelled Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees, or charges, a Board 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.

1.23 LISTINGS OF RESIGNED PARTICIPANTS:

When a Participant resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients. (01/02/14)

1.24 Property Addresses:

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (03/10/22)

1.25 Long Term Rentals:

This section is specifically for rental property (residential and commercial). The only available status for this class will be Active, Withdrawn and Rented. (11/11/11)

1.25.1 There is no requirement that rental property be entered into the MLS database; however, when entered, all MLS Rules will apply except the initial entry into the MLS database. (11/11/11)

1.25.3 A member may not list a property for rent within the MLS and direct contact to brokers or sales persons who are not members of the MLS. (11/11/11)

1.25.4 Property managers intending to utilize the MLS for rental properties must be a member of the MLS and subject to all MLS fees, rules and policies. (11/11/11)

1.25.5 Lockboxes may be used on Rental properties subject to written authorization from the client. (11/11/11)

1.26 PUBLIC MARKETING

If a listing agreement specifies that marketing will begin on a specific date (the "Marketing Date"), the property must be activated in the MLS on the Marketing Date, and the Marketing Date must be entered in the listing date field. The Marketing Date may be changed by mutual agreement, in writing, before the listing is activated in the MLS.

The listing may not be marketed prior to the Marketing Date. Marketing includes, but is not limited to: (1) showing the property to prospective purchasers; (2) holding a public or broker open house or caravan; (3) displaying the listing on any internet site; (4) sharing the listing on social media or in any restricted group on any social media platform; (5) placing a "For Sale" sign on the property; and (6) advertising the listing in any written publication. (05/2026)

SECTION 2--SELLING PROCEDURES

2.1 SHOWINGS AND NEGOTIATIONS

2.1.1 Appointments for showings and negotiations with the Seller for the purchase of listed property filed with the MLS shall be conducted through the listing broker except under the following circumstances:

2.1.2 The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or

2.1.3 After reasonable effort, the cooperating broker cannot contact the listing broker or his agent. However, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

2.1.4 A written agreement is required before a REALTOR® shows a home to a buyer, either virtually or in-person. Broker participants and real estate subscribers represent that they have in their possession such written buyer agreements establishing agency or disclosure thereof. The service shall have the right to demand a copy of such written buyer agreements and verify the existence and adequacy at any time. If the broker participant or real estate subscriber fails to provide documentation requested by the service within 24 hours, the service shall have the right to discipline the broker participant and real estate subscriber for a violation of the MLS rules. (10/08/25)

2.1.5 Listings should be available for showing as soon as they are entered into the MLS; however, if property is unavailable for showings for more than 2 weeks, then the property should be placed in the Temporary Off Market status. (08/13/21)

2.2 LOCK BOX REGULATIONS:

2.2.1 Participation in the electronic lock box system shall be on a voluntary basis. The lock box system is an activity of a Board-owned and operated Multiple Listing Service. Every MLS Participant and every non-principal broker, sales licensee and licensed or certified appraiser who is affiliated with an MLS Participant and who is legally eligible for MLS access shall be eligible to hold a key subject to their execution of a lease agreement with the MLS, the cost of which is included in the monthly MLS fee. (Revised 11/06)

2.2.1.1 Members who have excess lock boxes must return same to the Association when instructed to do so by the MLS Office. If lock boxes are not returned within 14 days of notification, the lock box holder is subject to a fine as specified in Appendix 1.

2.2.1.2 Members who have lock boxes assigned to their name shall take reasonable measures, care and precautions to protect assigned lock boxes from damage and / or abuse. If the lock boxes assigned to a member are excessively damaged or abused, then the lock box holder is subject to a fine as specified in Appendix 1. (Revised 2/07)

2.2.2 Employees or contractors of Affiliate Member companies may apply for a SmartKey account if they are:

2.2.1 North Carolina licensed Home Inspector; or,

2.2.2 Licensed by the Structural Pest Control Division of the NC Department of Agriculture & Consumer Services.

The SmartKey account holder will be bound by the MLS Rules and Regulations governing the operation of the lock box system, including the prohibition against anyone other than the SmartKey account holder using a SmartKey account to access a property.

The OBAR SmartKey agreement must be signed by both the SmartKey account holder and a principal, partner, or corporate officer of the Affiliate Member company. Affiliate Member companies will be charged an annual fee for each account as specified in Appendix 1.

2.2.2.1 Deleted (03/21)

2.2.3 Participants in the electronic lock box system are authorized to open lock boxes under the terms specified by the listing broker. Cooperating brokers and sales licensees, whether functioning as subagents of the listing broker or as agents of potential purchasers, must contact the listing broker to disclose their agency status and to arrange appointments to show listed property even if the property has a lock box affixed to it unless the listing broker has given specific permission (through information published in the MLS or otherwise) to show the property without first contacting the listing broker.

2.2.4 Should the lock box participant not first contact the listing broker prior to gaining access to a property when required by the listing broker, this action will result in a violation of the MLS Rules and Regulations and be subject to a fine as specified in Appendix 1.

2.2.5 SmartKey accounts may only be used to access a property by the SmartKey account holder.

Assistants and staff of SmartKey account holders may use their employers SmartKey accounts only for purposes other than accessing a property, such as acquiring a lockbox at the Association office.

If it is determined that a SmartKey account has been used to access a property by an individual who is not the SmartKey account holder, this shall be considered a violation of the MLS Rules and Regulations and subject to a fine as specified in Appendix 1.

2.2.6 All SmartKey holders will sign the lockbox lease.

2.2.7 Lock boxes may not be placed on a property without written authority from the Seller. This authority may be established in the listing contract or in a separate document created specifically for the purpose.

2.2.8 Participants will be obligated to contact the Association immediately to report lost, stolen or otherwise unaccountable SmartCards. Upon receipt of notice, the Association shall take any steps deemed necessary to re-secure the system. Card holders will be required to pay a reissue fee as specified in Appendix 1.

2.2.9 Deleted (03/10/22).

2.2.10 Deleted (03.10.22)

2.3 PRESENTATION OF OFFERS:

The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

2.4 SUBMISSION OF WRITTEN OFFERS:

The listing broker shall submit to the Seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the Seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing

broker shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated. (Amended 11/05)

2.5 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER:

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the Seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the Seller or lessor and the listing broker. However, if the Seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the Seller's written instructions. 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. (Adopted 11/19)

2.6 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFER:

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

2.7 REPORTING SALES TO THE SERVICE:

Status changes, including final closing of sales and sale prices, shall be reported to the multiple listing service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2.1.2 or 2.1.3 hereof, the cooperating broker shall report the accepted offers and prices to the listing broker within 72 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker. (Amended 11/11/11)

Note The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its participants. (Amended 11/01)

2.8 REPORTING RESOLUTIONS OF CONTINGENCIES:

The listing broker shall report to the MLS within 24 hours that a contingency on file with the MLS has been fulfilled or renewed, or the agreement cancelled.

2.9 ADVERTISING OF LISTING FILED WITH THE SERVICE:

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

2.10 REPORTING CANCELLATION OF PENDING SALE:

The listing broker shall report immediately to the MLS the cancellation of any pending sale and the listing shall be reinstated immediately.

SECTION 3--REFUSAL TO SELL

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

SECTION 4--PROHIBITIONS

4.1 INFORMATION FOR PARTICIPANTS ONLY

Any listing filed with the Service shall not be made available to any broker or firm not a Member of the MLS without the prior consent of the listing broker.

4.2 "FOR SALE" SIGNS

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

4.3 "SOLD" SIGNS

Prior to closing, only the sold signs of the listing broker may be placed on a property unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

*(**Note**: The North Carolina Real Estate Commission recommends that licensees use under contract, sale pending or contract pending riders instead of sold riders to avoid any accusation of misleading or deception of the public. As with the sold riders, these riders may not be placed on a property without the authorization of the listing broker.)*

4.4 SOLICITATION OF LISTING FILED WITH THE SERVICE

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

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

Without such protection, a Seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the Seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the Seller or the availability of the property to other brokers.

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

4.5 Services Advertised as "Free"

MLS Participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Adopted 3/22)

4.6 No Filtering of Listings

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

SECTION 5--NO COMPENSATION SPECIFIED ON MLS LISTINGS

5.1

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyers representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyers brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participants access to any MLS data and data feeds.

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

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

Note 3: *Multiple listing services must give* P*articipants the ability to disclose to other* ***P****articipants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple listing services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. (Amended 8/24)*

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

5.2 Required Consumer Disclosure:

Disclosure of Compensation: MLS Participants and Subscribers must:

5.2.1 Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).

5.2.2 Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. (8/24)

5.3 Written Buyer Agreement

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

a. A specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
b. The amount of compensation in a manner that is objectively ascertainable and not open-ended.
c. A term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer, and
d. A conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. (8/24)

5.4 PARTICIPANT AS PRINCIPAL:

If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any Ownership 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.

5.5 PARTICIPANT AS A PURCHASER:

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

SECTION 6--SERVICE CHARGES

6.1 SERVICE FEES AND CHARGES

The following service charges for operation of the MLS are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed:

6.1.1 Initial Participation Fee: An applicant for participation in the Service shall pay an application fee of $775.00 with such fee to accompany the application.

(**Note**: The Initial Participation Fee shall approximate the cost of bringing the Service to the Participants.)

6.1.2 In addition to the participation fee, an applicant for participation in the Service shall pay a $425 software license fee for each branch location.

6.1.3 All paid up MLS participants as of December 6, 1984, will be called Charter Members and thusly recognized.

6.1.4 Recurring Participation Fee: The annual participation fee of each participant shall be an amount equal to $600 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. (Amended 08/20/18)

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

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

6.1.5 Late Payment Penalty: A late payment Penalty of 10% or $25, whichever is the greater of the outstanding balance, will be added to any invoice not paid within thirty (30) days of the date of that invoice. (Revised 4/06)

6.1.6 Price Change Fee: If the Asking Price of a listing changes (increase or decrease) more than once during a 30 day period by less than or equal to 1%, a fee of $100 will be assessed for the second and each subsequent change within the 30 day period.

SECTION 7--COMPLIANCE WITH RULES

7.1 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:

7.1.1 Letter of warning

7.1.2 Letter of reprimand

7.1.3 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.

7.1.4 Appropriate, reasonable fine not to exceed $15,000.

7.1.5 Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than (1) year.

7.1.6 Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three (3) years. (Revised 11/14)

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 05/14)

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.

7.2 COMPLIANCE WITH RULES:

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

7.2.1 If fees, fines, or other assessments including amounts owed to the Association's MLS are not paid within one (1) month after the due date, the nonpaying MLS participant is subject to suspension of MLS access at the discretion of the Board of Directors. The MLS Participant shall be notified of the pending suspension. Two (2) months after the due date, MLS access of the nonpaying MLS participant shall be automatically suspended. Two (2) weeks after the suspension date, MLS access of the nonpaying MLS participant shall automatically terminate unless within that time the amount due is paid. (Revised 10/06)

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

7.3 Applicability of Rules to Users and/or Subscribers:

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

SECTION 8-MEETINGS

8.1 MEETINGS OF MLS COMMITTEE:

The MLS Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

8.2 MEETINGS OF MLS PARTICIPANTS:

The Committee may call meetings of the Participants in the Service to be known as meetings of the MLS.

8.3 CONDUCT OF THE MEETINGS:

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

SECTION 9--ENFORCEMENT OF RULES OR DISPUTES

9.0 CONSIDERATION OF ALLEGED VIOLATIONS:

The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee. (Amended 5/18)

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 11/20)

9.1 VIOLATIONS OF RULES AND REGULATIONS:

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the MLS Committee, and if a violation is determined, the committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and the MLS Rules and Regulations of the Association of REALTORS® within twenty (20) days following receipt of the Committee's decision. (Revised 11/96).

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.(Amended 2/98)

9.2 COMPLAINTS OF UNETHICAL CONDUCT:

All other complaints of unethical conduct shall be referred by the Committee to the Professional Standards Administrator of the Association of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Association's Bylaws. (Amended 11/88)

9.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT

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

Upon receiving a notice, the committee (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 Director's) 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. (Amended 5/18)

9.4 MLS Rules Violations

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

SECTION 10--CONFIDENTIALITY OF MLS INFORMATION

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

10.2 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:

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

10.3 SHARING LOGINS:

MLS participants or their affiliated licensees who share their login ID and password used to gain access to the information in the MLS system with unauthorized users shall be assessed a fine as specified in Appendix 1. (Revised 2/07)

SECTION 11--OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

11.1 CONSENT TO USE LISTING CONTENT:

By the act of submitting any property listing content to the MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property 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. (5/06)

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

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

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

To qualify for this safe harbor, the OSP must:

(1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.

(2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.

(3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.

(4) Have no actual knowledge of any complained-of infringing activity.

(5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.

(6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

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.

**The term MLS compilation, as used in Sections 11 and 12 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 other format whatsoever.*

11.2 COPYRIGHT:

All right, title and interest in each copy of every Multiple Listing Compilation created and copyrighted by the Outer Banks Association of REALTORS®, and in the copyrights therein, shall at all times remain vested in the Outer Banks Association of REALTORS®.

11.3 LEASE OF COMPILATION:

Each Participant shall be entitled to lease from the Outer Banks Association of REALTORS® 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 affiliated with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, the rental fee set by the Association. **

11.3.1 Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these rules.

*The term MLS Compilation, as used in Sections 11, 12 and 13 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 data base, card file, or any other format whatever.

**This section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee affiliated with the Participant or licensed and 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 nor use of the MLS information or MLS facility of the Association. (Revised 11/06)

SECTION 12--USE OF COPYRIGHTED MLS COMPILATIONS

12.1 DISTRIBUTION:

Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by the Association of REALTORS®, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees or as licensed and certified appraisers affiliated with the Participant, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by an association 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 any right of access to information developed or published by and association MLS where access to such information is prohibited by law. (Revised 11/06)

12.2 DISPLAY:

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.

12.3 REPRODUCTION:

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

12.3.1 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 Participant or their affiliated licensees, be interested.

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

12.3.3 Provided, however, that nothing contained herein shall be construed to preclude any Participant or their affiliated licensees 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.

12.3.4 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.

12.3.5 None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations, MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data fees 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 11/14)

*It is intended that the Participant and their affiliated licensees be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchasers' decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number, shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.

SECTION 13--USE OF THE MLS INFORMATION

13.1 LIMITATIONS ON USE OF MLS INFORMATION:

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the Association or MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

13.1.1 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 Outer Banks Association of REALTORS® MLS for the period (date) through (date).

13.2 STATISTICAL INFORMATION:

The Outer Banks Association of Realtors does not offer statistical information to Affiliate Members. (7/25/07)

SECTION 14--CHANGES IN RULES AND REGULATIONS

14.1 CHANGES IN RULES AND REGULATIONS:

Amendments to the Rules and Regulations of the Service shall be by a majority vote of the Members of the MLS Committee, subject to approval by the Board of Directors of the Association of REALTORS®.

SECTION 15--ORIENTATION

New members shall submit a New Member Code of Ethics Orientation Certificate of Completion to have access to the MLS. (03/2021)

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 eight (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 thirty (30) days after access has been provided.

Applicants who are employed in property management departments and do not have access to and use of MLS-generated information are not required to attend MLS training.

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 enhancement and / or changes to the MLS rules or policies. Participants and subscribers must be given the opportunity to complete and any mandated orientation and additional training remotely. (Amended 11/17)

SECTION 16--INTERNET DATA EXCHANGE

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 participants' control: websites, mobile apps and audio devices. As used throughout these rules, "display" includes "deliver" of such listings. (Amended 5/17)

16.1 AUTHORIZATION:

Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download frame or display the aggregated MLS data of other Participants.

Even where participants have given blanket authority for other participants to display their listings through IDX, 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 05/1**7**).

16.2 PARTICIPATION:

Participation in IDX is available to all MLS Participants and their affiliated agents who consent to display of their listings by other Participants.

16.2.1 Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

16.2.2 MLS participants may not use IDX-provided listings for any purpose other than display as provide for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 11/09)

16.2.3 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 from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs or other forms of display or distribution. (Amended 5/17).

16.2.4 Participants may select the listings they choose to display through IDX sites based only on objective criteria including but not limited to factors such as geography or location ("uptown", "downtown", etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right to sell or exclusive agency), selection of listings displayed through any IDX site must be independently made by each Participant. (Amended 01/22)

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

16.2.6 Except as provided in the IDX policy and these rules, an IDX site or 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.

16.2.7 Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. 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.

16.2.8 Any IDX display controlled by a participant or subscriber that

a. allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

b. displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants'. Except for the foregoing and subject to Section 16.2.9, 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)

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

Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Adopted 11/09)

16.2.10 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 for 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. (11/14)

16.2.11 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 listing or fewer authorized fields. (Adopted 05/15)

16.2.12 All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. * (Amended 05/17)

* Displays of minimal information (e.g., "thumbnails", text messages, "tweets, etc., of two hundred (200) characters or less are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application. (Amended 05/17)

16.3 DISPLAY:

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

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

16.3.2 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. (04/16)

16.3.3 Deleted (Amended 05/17)

16.3.4 All listings displayed pursuant to IDX shall identify the listing agent 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.

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

16.3.6 All listings displayed pursuant to IDX shall show the MLS as the source of the information and shall display an accuracy disclaimer, copyright notice and MLS logo. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

16.3.7 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 or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

16.3.8 The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 05/17)

16.3.9 The right to display other Participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

16.3.10 Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g. "thumbnails", text messages, "tweets", etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

Note: 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 the Participants may display listings from each IDX feed on a single webpage or display. (11/14)

16.3.11 Participants and their affiliated agents using a third party to develop/design their websites will have a written agreement with that third party in the form prescribed by the MLS.

16.3.12 Participants and their affiliated agents must make changes to their websites necessary to cure a violation of the MLS Rules within five (5) business days of notice from the MLS of a violation.

If not corrected within this time period, a fine as specified in Appendix 1 will be levied for each day that the violation is not corrected.

16.3.13 Display of expired withdrawn, is prohibited. (Amended 04/16)

*__Note__: If "sold" information is publicly accessible, display of "sold" listings may not be prohibited. (11/14)

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

16.3.15 Advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. (Amended 11/09)

16.4 SERVICE FEES AND CHARGES:

Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

SECTION 17 – THIRD PARTY ACCESS TO THE MLS DATABASE

The integrity of data is the foundation to the orderly real estate market and the Real Estate Transaction Standards (RETS) provides a vendor neutral and secure approach to exchanging listing information between the broker and the MLS. Third Party Vendor access to the MLS Database via a RETS feed affords the Outer Banks Association of REALTORS® (OBAR) and MLS Participants the option of providing third party access to MLS information.

17.1 AUTHORIZATION:

OBAR may grant third party vendor access to the MLS Database in accordance with the following procedure:

17.1.1 When third party vendor access to the MLS is requested, OBAR staff will provide the vendor with a copy of the Third Party (RETS) Access Agreement.

17.1.2 The vendor shall complete a Third Party Access Agreement and provide a detailed explanation of the vendor services being provided in Addendum 1 of the Third Party Access Agreement.

17.1.3 The Third Party Access Agreement will be presented to the MLS Committee for their review and recommendation to the Board of Directors.

17.1.4 If by the MLS Committee, the OBAR Board of Directors will be notified at their next regularly scheduled Board meeting.

17.2 SUBSCRIPTION:

The Third Party Access Agreement will expire on the contract renewal date of each year and may be renewed or terminated at the discretion of OBAR.

SECTION 18 – VIRTUAL OFFICE WEBSITE (VOW) RULES FOR MLSs

The Outer Banks Association of REALTORS® has adopted the NAR policy governing use of MLS data in connection with Internet brokerage services offered by MLS Participants ("Virtual Office Websites")

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

affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

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

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

(d) As used in Section 18 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by 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 Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

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

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

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

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the

Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

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

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

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

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

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

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

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.

18.6 (a) A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form

1. Please check either Option a or Option b

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

OR

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

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

_____

Initials of seller

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

18.7 (a) Subject to the following provision, a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 18.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

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 three (3) days.

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

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.

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 Rules, the VOW Policy, and any other applicable MLS rules 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 be permitted to make MLS listing information available to Registrants of VOW sites where such information may be made available via other delivery mechanisms, MLSs can no longer prohibit the display of pending ("under contract") listings on VOW sites.

b) the 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

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 Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields

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

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

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

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

18.20 A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

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

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

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

18.23 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS. (01.28.09)

APPENDIX 1: MLS FINES, FEES and OTHER CHARGES

1.7.1	Failure to enter Photo w/in 72 hours (Recurring)	$50.00
1.7.2	Failure to enter Acceptable Photo	$50.00
1.7.3	Failure to enter Listing w/in 72 hours	$500.00
1.7.4	Failure to submit Listing Agreement w/in 24 hours	$500.00
1.7.5	Required Field left blank or use of Place Holder	$50.00
1.7.6	Failure to enter Numerical Street Address & Name	$50.00
1.7.7	Failure to enter Subdivision, Tract, Lot#, Section, Block, Phase	$50.00
1.7.8	Failure to Identify Correct County/Incorrect County	$50.00
1.7.9	Use of Personal Promotion/Branding	$50.00
1.7.10	Failure to Remove Personal Promo w/in 72 hours (recurring)	$50.00
1.7.11	Failure to Identify Listing as Exclusive Right to Sell or Exclusive Agency Listing	$50.00
1.7.12	Failure to enter under Contract w/in 72 hours	$50.00
1.7.13	Failure to enter 'Sold' w/in 72hrs of closing date	$50.00
1.7.14	Failure to identify property area as specified in Appendix 2	$50.00
1.7.17	Failure to add Rental Income Supporting Documents to Associated Docs (rec)	$50.00
	MLS Subscriber Fee - OBAR Member	$50.00/Mon
	MLS Subscriber Fee - Non OBAR Member	$75.00/Mon
	Agent Transfer Fee	$50.00
	Breach Waiver Agreement	$500.00
2.2.1	Replacement of Lockbox	$100.00
2.2.1.1	Lockbox not returned w/in 14 calendar days when notified	$50.00
2.2.1.2	Excessive lockbox damage or abuse	$100
2.2.2	Affiliate Member SmartCard Lease	$65.00/Yr
2.2.4	Violation of Call before Showing	$50.00
2.2.5	Unauthorized use of a smart card by an authorized user (card holder)	$50.00
2.2.5	Unauthorized use of a smart card by an unauthorized user	$500.00
6.1.6	Late Payment Penalty (Whichever is greater of …)	10% or $25
10.3	First Offense: $1,000; Second Offense: $3,000; Third Offense: $5,000	
16.3.12	Failure to correct IDX Violation w/in 5 calendar days and each day thereafter	$50.00
1.7.18 / 1.7.19	**Including Compensation in any listing or Failure to have an executed written buyer representation agreement prior to touring a property**	**1st - $500 / 2nd - $1000 3rd – 30 Day Suspension**
Violation of any section of the rules and regulations not listed above, which does not involve a charge of alleged unethical conduct or request for arbitration $500		
	MLS Membership Fee - New Company	$775.00
	MLS New Co. Software License	$425.00
	MLS License for each branch office	$425.00
	Third Party Access Fee	$500
	Broker Back Office System	$85
	VOW Access Fee	$500
	IDX - Outer Banks Internet	$225 / Year
	IDX RETS Feed	$85 / Year

APPENDIX 2: MLS AREA DESCRIPTIONS

Area Name	Code	Area Description
Knotts Island	1	Currituck County, on Knotts Island
4-Wheel Drive Area	11	Currituck Outer Banks, beyond paved road N of Villages of Ocean Hill
Corolla Oceanside	12	Currituck Outer Banks E of NC12
Corolla Wside	20	Currituck Outer Banks W of NC12
Pt. Harbor to Powells Pt.	31	Currituck County from Pt. Harbor to Powells Pt.
Jarvisburg to Poplar Br.	32	Currituck County from Jarvisburg to Poplar Br.
Aydlett to Barco	33	Currituck County from Aydlett to Barco
Maple to Moyock	34	Currituck County from Maple to Moyock
Duck Oceanside	40	E of NC12 inside the Town of Duck
Duck Wside	50	W of NC12 inside the Town of Duck
Southern Shores Oceanside	61	Inside the Town of SS, E of NC12
Southern Shores Westside	70	Inside the Town of SS, W of NC12
Martins Point	72	Unincorporated Dare Co N of US158 adjacent to Town of SS
Kitty Hawk Oceanside	80	Inside the Town of Kitty Hawk, E of NC12
Kitty Hawk between Hwys	90	Inside the Town of Kitty Hawk, W of NC12 and E of US158
Kitty Hawk Westside	100	Inside the Town of Kitty Hawk, W of US158
Kill Devil Hills Oceanside	110	Inside the Town of KDH, E of NC12
Kill Devil Hills b/w Hwys	120	Inside the Town of KDH, W of NC12 and E of US158
Kill Devil Hills Westside	130	Inside the Town of KDH, W of US158, including KDH Outside (up to the first Colington bridge)
Colington Harbour	141	On Colington Island inside the Colington Harbor Subdivision
Colington	143	Colington Islands (excluding Colington Harbor Subdivision)
Nags Head Oceanside	150	Inside the Town of Nags Head, E of NC12 and N of Jennette's Pier
S. N.H. E/Old Oregon R	151	Inside the Town of NH E of Old Oregon Inlet Road
Nags Head between Hwys	160	Inside the Town of Nags Head, W of NC12 and E of US158
S. N.H. W/Old Oregon R	161	Inside the Town of NH W of Old Oregon Inlet Road
Nags Head Wside	170	Inside the Town of Nags Head, W of US158 and N of US64 (including Pond Island)
Rodanthe Oceanside	180	Hatteras Island, E of NC12 inside the village of Rodanthe
Rodanthe Soundside	190	Hatteras Island, W of NC12 inside the village of Rodanthe
Waves Oceanside	200	Hatteras Island, E of NC12 inside the village of Waves
Waves Soundside	210	Hatteras Island, W of NC12 inside the village of Waves
Salvo Oceanside	220	Hatteras Island, E of NC12 inside the village of Salvo
Salvo Soundside	230	Hatteras Island, W of NC12 inside the village of Salvo
Avon Oceanside	240	Hatteras Island, E of NC12 inside the village of Avon
Avon Soundside	250	Hatteras Island, W of NC12 inside the village of Avon
Columbia	252	Inside the Town of Columbia
Ocracoke	253	Ocracoke Island
Buxton Oceanside	260	Hatteras Island, E/S of NC12 inside the village of Buxton
Buxton Soundside	270	Hatteras Island, W/N of NC12 inside the village of Buxton
Frisco Oceanside	280	Hatteras Island, S of NC12 inside the village of Frisco
Frisco Soundside	290	Hatteras Island, N of NC12 inside the village of Frisco
Hatteras Oceanside	300	Hatteras Island, S of NC12 inside the village of Hatteras

Area Name	Code	Area Description
Hatteras Soundside	310	Hatteras Island, N of NC12 inside the village of Hatteras
Manteo-S. of Airport Road	320	Roanoke Island, S of Airport Road including Skyco
Pirates Cove	325	Roanoke Island, Inside the Pirates Cove Subdivision
Manteo-N. of Airport Road	330	Roanoke Island, N of and including all property on Airport Road
Wanchese	340	Roanoke Island, S of and including Baumtown Road
Dare Co. Mainland	360	Unincorporated Dare County W of Roanoke Island, including Manns Harbor, Machos, E Lake, & Stumpy Point
Other	370	
Camden County	380	Inside Camden County
Hyde County	390	Inside Hyde County, excluding Ocracoke Island
Tyrrell County	400	Inside Tyrrell County, excluding the Town of Columbia
Elizabeth City	500	Inside Elizabeth City
Pasquotank County	501	Inside Pasquotank County, excluding Elizabeth City
Edenton	600	Inside the Town of Edenton
Creswell	700	Inside the Town of Creswell
Plymouth	701	Inside the Town of Plymouth
Washington County	702	Inside Washington County
Williamston	705	Inside the Town of Williamston
Hertford	706	Inside the Town of Hertford
Perquimans County	800	Inside Perquimans County
Bertie County	810	Inside Bertie County
Martin County	820	Inside Martin County
Chowan County	830	Inside Chowan County
Gates County	840	Inside Gates County
Hertford County	850	Inside Hertford County
Beaufort County	860	Inside Beaufort County
Craven County	870	Inside Craven County
McDowell County	880	Inside McDowell County
Johnston County	881	Inside Johnston County
Carteret County	882	Inside Carteret County

APPENDIX 3: REVISION CHANGE NOTICES

Rev 32 – 10.24.12	
1.6.3	Clarified that the primary picture for condominiums must be an exterior view of property
1.7.15	Added fine for advertising more bedrooms in MLS than legally permitted
1.7.16	Added paragraph addressing the use of copyrighted photos, images, virtual tour or videos in the MLS
Rev 33 – 12.13.12	
1.12.3	Revised paragraph to provide a better definition of Under Contract / Continue to show.
Rev 34 – 04.04.13	
1.1	Removed the second sentence that required listing to be delivered to the MLS office.
5.1.3	Added paragraph 5.1.3 concerning a requirement to disclose potential short sales
Rev 35 – 01.02.14	
1.4	Corrected a typographical error
1.24	Revised paragraph to include Commercial Long Term Rentals.
Rev 36 – 03.19.14	
1.6.3	Rearranged paragraph 1.6.3 and added new sub-paragraph 1.6.3.1, 1.6.3.2 and 1.6.3.3. Included requirement that all lot / land listings have a primary photo.
Rev 37 – 04.01.14	
1.6.3.4	Added this paragraph to add rules governing "To Be Built" homes in Paragon.
Rev 38 – 07.03.14	
1.6.6	Added new paragraph to add rules governing how Lot / Home Construction packages should be added to the MLS.
Rev 39 – 11.28.14	
16.2.5	Changed the frequency of data refresh from 3 days to 12 hours
16.2.10	Added new paragraph allowing co-mingling of listings
16.3.10	Changed paragraph to address the display of listings obtained through IDX feeds and added a NOTE at the end of the paragraph addressing the co-mingling of listings
16.3.13	Allowed the display of SOLD information in IDX feeds if SOLD information is publicly available.
Rev 40 – 01.09.15	
1.20	Removed the county names from the paragraph
6.1.4	Added requirement for Participants to pay reduced fees for assistants
6.1.5	Removed the paragraph since it was no longer applicable (Books)
1.6.3	Clarified how “Similar To” and To Be Built” will be displayed on photos
1.6.3.4	Clarified how “To Be Built” is displayed on a photograph.
1.6.6.1	Changed wording from Construction Package to Single Family Detached / Townhouse / Condo / Duplex / Multi-Family 2-4 units
1.6.6.2-1.6.6.3	Provided instructions on how a Lot Home Construction package will be entered into the MLS.
1.12.3	Changed the definition of UC – Continue to Show
1.12.4	Changed the definition of UC
Rev 41 – 03.05.15	
12.3.5	Changed paragraph to allow any MLS content in data feeds available to participants for real estate brokerage purposes to also be available to participants for valuation purposes.
Rev 42 – 09.05.15	
1.6.3.1 – 1.6.3.5	Modified the definition of what photos are allowed to be used for primary photos and what photos can be used as secondary photos. Additionally new paragraph 1.6.3.5 was added to address what photos can be used on commercial properties.

Rev 43 – 04.04.16	
11.1	Added informational NOTE under Section 11 to highlight the importance of complying with the safe harbor provisions of the Digital Millennium Copyright Act ("DMCA") and to protect REALTORS® and MLSs from copyright infringement liability.
16.2.11	Modified paragraph 16.2.11 to enable Participants to augment IDX displays with property data from outside sources provided the source is identified in the immediate proximity to the data.
16.3.12	MLSs must now provide non-confidential pending sale listing date in IDX feeds.
Rev 44 – 05.05.16	
1.6.3.3	Modified paragraph 1.6.3.3 to clarify that large scale aerial views of lot listings are permissible as long as the boundaries of the lot are clearly defined.
1.7.17	Added paragraph 1.7.17 to require supporting documents be included in Associated Documents anytime a Rental Income field is populated.
Rev 45 – 10.06.16	
1.7.17	Modified paragraph 1.7.17 to better define Rental Income Reporting requirements
Rev 46 – 10.01.16	
	Added Areas 500 – 882 to Appendix 2.
	Modified paragraph 1.7.9 to allow the use of contact information in the Additional Showing Instruction field.
Rev 47 – 03.01.18	
1.1 and 1.12	Changed the definition of Jurisdiction
6.1.4	Replaced paragraph 6.1.4 with a new definition of service fees
Section 15	Added second paragraph to allow training remotely.
Section 16	Added changes to the Model IDX Rules
Rev 48 – 05.03.18	
Section 1.6.3.6	Added instructions for labeling the Primary Picture on Co-Ownership listings.
Rev 49 – 08.02.18	
Section 1.4.5	Modified section to better define Construction Packages
Section 1.6.3.4	Modified section to better define photos of "To be Built" homes.
Section 1.6.6	Deleted section 1.6.6 and all subsections.
Rev 50 – 10.11.18	
Section 6.1.4	Modified section 6.1.4 to allow Participant to authorize waivers for licensees who do not want MLS Access.
Rev 51 – 04.04.19	
Section 1.12.9	Added 1.12.9 to create a new status titled Temporary Off Market
Section 2.5	Modified requirements to require listing broker to provide written affirmation stating that an offer has been submitted to the seller.
Section 6.1.4	Modified section to require the broker participant to sign a certification of nonuse of MLS services.
Section 9.0 / 9.1	Modified rules pertaining to MLS Committees ability to re-enforce the MLS Rules and Regulations.
Section 9.3	Modified the rules pertaining to the unauthorized use of listing content.
Section 9.4	Prohibits an MLS Participant from taking legal action for alleged rules violation unless all other remedies have been exhausted.

Section 11.1	Requires that participants who submit listing content to the MLS agrees to defend and hold MLS and every other participant harmless from any claim arising from any inaccuracy in the submitted listing content.
Rev 52 – 08.01.19	
Section 1.3.4	Modified 1.3.4 to prohibit the display of any identifying information that would encourage or promote the public to have access to the listing agent, firm or other service provider.
Rev 53 – 09.20.19	
	Modified 1.3.4 to prohibit the display of any identifying information that would encourage or promote photographers.
Rev 54 & Rev NEXT – 02.13.20	
Section 1	Re-numbered section 1.0 and added Section 1.1 - Clear Cooperation policy
Section 1.10	Added NOTEs 1 and 2 to section 1.10
Section 1.25	Added section 1.25 - Delayed Marketing
Section 2.5	Added the words "as soon as practical"
Rev 55 – 02.13.20	
Section 1.25	Deleted last sentence of first paragraph of section 1.25.
Rev 56 – 09.10.20	
	Change definition of Area 130, 143 and 350.
Rev 57 – 10.08.20	
	Paragraph 1.12.9 - modified the paragraph to limit the number of times the TOM status can be used.
Rev 58 – 03.18.21	
	Paragraph 1.2.0 - Added paragraph concerning entering accurate listing data and correcting known errors.
	Paragraph 2.2 - updated paragraph to include instruction for use of the Lockbox Application
	Paragraph 7.1 - modified paragraph to define the MLS's authority for imposing discipline
	Paragraph 9.0 - Added paragraph concerning the identity of a complainant.
	Section 15 - Added paragraph requiring new MLS members to submit a Ethics Orientation Certificate prior to access to the MLS
Rev 59 – 08.12.21	
	Paragraph 2.1.4 - Added paragraph providing guidelines when property should be available for showings.
Rev 60 – 03.10.22	
	Paragraph 1.24 – Added paragraph to require property addresses
	Paragraph 2.2.9 and 2.2.10 – Paragraphs have been deleted.
	Paragraph 4.5 – Added paragraph to require that participants not advertise their services as free.
	Paragraph 5.5 – Added paragraph to require a disclaimer when displaying a brokers offer of compensation.
	Paragraph 16.2.4 – Modified listing selection criteria for listings to be displayed by Participant's websites.
	Paragraph 16.2.12 – Modified paragraph to require the email or phone number of the listing participant be displayed.
	Paragraph 17.2 – Modified paragraph to state :…will expire on the contract renewal date."
	Paragraph 18.12 – Modified paragraph to exclude cooperative compensation offered by listing broker.
Rev 61 – 05.12.23	
	Paragraph 1.6.5 and 1.17.13 – Modified paragraph to read "…within 72 hours of the recording date."
	Rev 62 – 10.12.23
Section 2.22	Changes requires employees of Affiliate Member companies to be bound by the MLS Rules and Regulations governing the lockbox system
Section	Changes addresses the unauthorized use of SentriKey accounts by non-Sentrikey account holders.

2.2.5	
Rev 63 – 05.16.24	
Paragraph 1.4.5.5	Added new paragraph to clarify requirements for entering a Construction Package into the MLS.
Rev 64 – 08.09.24	
Multiple	Multiple changes made to remove reference to compensation.
	Rev 65
Paragraph 1.6.6	Added the definition of a Team.
	Rev 66
Paragraph 1.6.6.1	Modified the paragraph to remove the word “or”.
Paragraph 1.6.6.3	Modified the Paragraph to add assessment of $500 fine on Broker in Charge.
	Rev 67
MLS Rule Certification	Section 1.0 – Corrected definition of Exclusive Right to Sell and Exclusive Agency . Section 4.5 – Four paragraphs below section 4.5 were removed (duplicate of Section 4.4. Section – Corrected title of Section 5. Section 5.16 – Renumbered section to 5.1.1 Section 6.3.10 – Deleted section.
	Rev 68
1.6.6.3 and 1.6.6.4	Added rules for entering and closing out Team listings into the MLS
1.16.10	Deleted Optional Rule prohibiting the Co-Mingling of IDX listings.
	Rev 69
Section 17	Modified section 17 to shorten the review and approval process for Third Party Access Agreements.
	Rev 70
Section 2.1.4	Added section 2.1.4 to allow the service to audit the presence of buyer agency agreements.
	REV 71
1.6.3	Added instructions for the display of Virtually Staged / AI Generated photos
	REV 72
	Clarified sections 1.2.2 and 1.26.