

NorthstarMLS Rules

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PART 1. DEFINITIONS AND USAGE

Section 1.1. Definitions. In these rules:

- (a) “Active listing record” means a record for a listed property that is on the market.
- (b) “Active under contract” means an active listing record for which the seller has accepted an offer of purchase.
- (c) “Advertising,” relating to a listed property, is disclosure by a user of data content relating to the property to any person who is not a customer of the user, except that “advertising” a listed property does not include any of the following:
 - (i) Disclosure of the data content by a user to any associate of the user.
 - (ii) Disclosure of the data content by one brokerage’s associate to another brokerage’s associate (whether the other brokerage is a user or not) in a one-to-one communication.
- (d) “Appraisal firm” means a natural person or entity licensed or certified to perform appraisals.
- (e) “Associate” means a natural-person user affiliated with a brokerage or another associate as an employee, independent contractor, officer, director, principal, or office manager. For a brokerage, associates include licensed salespeople and licensed and unlicensed assistants.
- (f) “Authorization” means permission or direction in writing.
- (g) “Brokerage” means a sole proprietorship or business entity licensed to engage in residential real estate brokerage.
- (h) “Buy,” and the derivative terms “buyer,” “purchase,” “bought,” etc., includes an exchange or lease of property.
- (i) “Cooperation,” in relation to brokerage activity, means any of the following:
 - (i) Sharing a listing record with brokerage users in the service.
 - (ii) Making a listed property in an active listing record available to brokerage users pursuant to Section 7.9.
 - (iii) Attempting to sell a property listed by another brokerage user in the service.
- (j) “Cooperating brokerage” means a brokerage bringing a prospective buyer to a transaction on a property listed by another brokerage.

- (k) “Customer” means a natural person or entity the identity of which a user has confirmed and the contact information of which the user has obtained:
 - (i) In relation to a brokerage, a “customer” is a natural person or entity that a brokerage reasonably believes is interested in selling or purchasing a property of an eligible property type or in obtaining a valuation of a property of an eligible property type in anticipation of selling or purchasing property. A customer relationship exists only where the brokerage and person or entity has completed all actions required by law to permit the brokerage to provide services to the customer, including any agency or other disclosure and execution of any required agreement.
 - (ii) In relation to an appraisal firm, a “customer” is a natural person or entity the appraisal firm reasonably believes is interested in obtaining a valuation of a property of an eligible property type for purposes of making a business decision about the property. The federal government, a state, or a subdivision of either of them is not a customer unless it seeks to purchase or sell a property of an eligible property type in its own right. A government entity seeking valuation purely for purposes of assessing the value of a property for tax purposes is not a customer.
- (l) “Data content” means text, photographs, images, graphics, audio and video recordings, virtual tours, floor plans, drawings, descriptions, remarks, narratives, pricing information, and other details or information.
- (m) “Disclosure” of data content by a user means printing, displaying, delivering, reading aloud, or otherwise conveying data content to a natural person or entity.
- (n) “Dissemination” of a listing or roster record means the service’s distribution of the listing record to users.
- (o) “Entity” means a sole proprietorship, partnership, association, corporation, limited liability company, other unincorporated body, or other business entity, legal representative, trustee, trustee in bankruptcy, or receiver.
- (q) “File,” in relation to a listing agreement, means the listing brokerage’s submission, insertion, or modification of any part of the associated listing record in the service.
- (r) “General jurisdiction” means the states of Minnesota, North Dakota, and Wisconsin.
- (s) “Listing agreement” means a written authorization by a seller that permits a brokerage to engage in an activity that requires a brokerage license and that is directed at marketing a property on behalf of the seller.
- (t) “Listing brokerage” means a brokerage who is party to a listing agreement.

- (u) “Listed property” means a real property that is subject to a listing agreement.
- (v) “Listing record” means all data content—and any previous versions of it—relating to a listing agreement and its listed property in the service. A listing record includes data content relating to the listing record itself. Reference in these rules to a listing record includes any part of a listing record.
- (w) “Off-market listing record” means a listing record that is not an active listing record.
- (x) A “one-to-one communication” is one that satisfies all the following conditions:
 - (i) The communication is not the result of an automated tool that is designed to deliver substantively the same data content to multiple persons.
 - (ii) The associate initiating the communication must include a notice to the recipient that the recipient may not share the communication with anyone other than the customers of the recipient.
- (y) “Principal,” in relation to any entity, means a person with an ownership interest or significant decision-making power in the entity.
- (z) “Purchase.” See “buy.”
- (aa) “REALTOR®,” applied to an appraisal firm or brokerage, means a firm of which the natural-person principals are members of the National Association of REALTORS®.
- (bb) “Retained listing” means a listing record that the seller has authorized the listing brokerage to file but that the seller has directed the service not to disseminate. Retained listings are in Withheld status.
- (cc) “Roster record” means all data content—and any previous versions of it—relating to a user in the service. A roster record includes data content relating to the roster record itself. Reference in these rules to a roster record includes any part of a roster record.
- (dd) “Sell,” and the derivative terms “seller,” “sale,” “sold,” etc., includes an exchange or lease of property.
- (ee) The “service” means the multiple listing service of NorthstarMLS.
- (ff) “User” means any natural person or entity allowed to access the service under these rules.

Section 1.2. Usage principles. The following principles of usage and interpretation apply to these rules:

- (a) If a rule permits or requires an action by a user, an associate of the user may take the action if the user permits the associate to do so.
- (b) If a rule prohibits an action by a user and an associate of the user takes the action, the user is accountable as if the user had taken the action.
- (c) The word “shall” imposes an obligation on a natural person or entity.
- (d) The words “may not” impose a prohibition on a natural person or entity.
- (e) The word “may” grants permission to a natural person or entity.
- (f) The singular includes the plural, and these rules use the plural where only the plural is intended.
- (g) The word “includes” means “includes, without limitation.”
- (h) If a defined term is in one part of speech, its definition applies to other, derived, parts of speech. (For example, the definition of “disseminate,” applies to “dissemination” and other derivatives of “disseminate.”)

PART 2. STATEMENT OF PURPOSE AND PRINCIPLES

Section 2.1. Purpose of service. The service is a “multiple listing service,” with the purpose of functioning in each of the following ways:

- (a) As a facility for the orderly correlation and dissemination of listing records so that users may better serve their clients and customers and the public.
- (b) As a means of enhancing cooperation among users.
- (c) As a means to accumulate and disseminate information to enable users to prepare appraisals, analyses, and other valuations of property for clients and customers.
- (d) As a means by which users appraising properties contribute to common databases.

Section 2.2. Compensation. The service plays no role in setting, determining, or recommending the compensation a user receives from a client or customer or the division of compensation, if any, between users. The service neither encourages nor discourages a listing brokerage to share compensation with another brokerage; any such arrangement is subject to negotiation between the brokerages and their customers.

Section 2.3. Listing agreements brokerage users accept. A brokerage may execute a listing agreement that is not an eligible agreement under Part 4.

Section 2.4. Service does not require exclusivity. A user’s relationship with the service is not exclusive, and a user may purchase services similar to those of this service from another provider in addition to the services under these rules.

Section 2.5. Listing brokerage’s rights in listing. Subject to Section 8.1, a brokerage may share or disclose any listing record for which it is the listing brokerage at any time and in any way that it chooses.

Section 2.6. Compliance with law. These rules never permit or require a user or the service to violate the law.

Section 2.7. No direct access for non-users. The service is for the exclusive use of the types of user defined in Part 3. No other person or entity, as a buyer or seller of property or in any other role, is entitled to access the service except through the mediation of a user.

PART 3. CLASSES OF USER

Section 3.1. Brokerage users. The service shall designate a brokerage as a user (or “brokerage user”) so long as it meets the following requirements:

- (a) The brokerage holds an active real estate brokerage license in any part of the general jurisdiction.
- (b) Subject to **Section 3.2**, the brokerage seeks to cooperate.
- (c) The brokerage agrees to be subject to these rules and pays all fees required of it under these rules and any agreements with the service.

Section 3.2. Seeking to cooperate. A brokerage’s duty to seek to cooperate is subject to the following qualifications:

- (a) “Seeking” means on a continual and ongoing basis.
- (b) “Seeking” does not:
 - (i) preclude a brokerage cooperating on a part-time or seasonal basis or a brokerage that experiences periods of relative inactivity occasioned by market conditions;
 - (ii) impose a requirement on a brokerage to engage in a minimum number of transactions on a periodic basis; or
 - (iii) impose a requirement on a brokerage to provide a level of service above that required by law.
- (c) A brokerage may seek to cooperate solely by virtual brokerage as provided in Part 5.

Section 3.3. Appraisal firm users. The service shall designate an appraisal firm as a user (or “appraisal user”) so long as it meets the following requirements:

- (a) The appraisal firm holds an active appraisal certification or license in any part of the general jurisdiction.
- (b) The appraisal firm agrees to be subject to these rules and pays all fees required of it under these rules and any agreements with the service.

PART 4. SUBMISSION AND MAINTENANCE OF LISTING RECORDS

Section 4.1. Definitions. In this part:

- (a) “Eligible agreement type” means a listing agreement that is of one of the following agreement types:
 - (i) Exclusive agency.
 - (ii) Exclusive right to sell.
- (b) “Eligible listing” means a listing agreement that meets the following requirements:
 - (i) The listing brokerage is a user.
 - (ii) The agreement is of an eligible agreement type.
 - (iii) The agreement bears a definite termination date.
 - (iv) The listed property is of an eligible property type.
 - (v) The property is at least partially located in the general jurisdiction.
 - (vi) The agreement includes a listing price.
- (c) “Eligible property type” means a property of any of the following types:
 - (i) Single-family residence.
 - (ii) Vacant lot or acreage.
 - (iii) Duplex, triplex, or quadruplex residential building.
 - (iv) Condominium, Townhouse, or Twin Home.
 - (v) New construction in the appropriate category no later than when the property is ready for trimming. Builder models and floor plans, as well as structures being built but which have not reached the trimming stage, may at the Participant’s option, be listed in the category designated by the Service for “models” and “to be built”;
 - (vi) Hobby farm with residence thereon
 - (vii) Commercial properties
 - (viii) Business only opportunities
 - (viv) Manufactured home with real estate or on leased land

- (d) “Entry-only listing” means a listing agreement in which the listing brokerage and seller have agreed that the brokerage need not perform any of the services identified in the definition of “limited-service listing.”
- (e) “Exclusive agency” means a listing agreement that provides that the listing brokerage is the sole brokerage (whether in an agency or legally recognized non-agency role) marketing the listed property on the seller’s behalf. An exclusive agency may provide for payment from seller to brokerage upon listing, sale, or other condition negotiated between the brokerage and seller. An exclusive agency may provide that the seller pays the listing brokerage a different compensation—including potentially no compensation—depending on whether the seller procures a buyer or a brokerage procures the buyer.
- (f) “Exclusive right to sell” means a listing agreement that forms an exclusive agency, except that the seller must pay compensation to the listing brokerage regardless of whether the seller or a brokerage procures the buyer. In an exclusive right to sell agreement, the seller may name one or more natural persons or entities as exemptions, meaning that if the seller sells the property to any exempted person or entity, the seller owes no compensation to the listing brokerage.
- (g) “Limited-service listing” means a listing agreement in which the listing brokerage and seller have agreed that the brokerage need not perform at least one of the following services:
 - (i) Arrange a showing appointment for the listed property with another brokerage.
 - (ii) Accept or present to the seller an offer to purchase procured by another brokerage.
 - (iii) Advise the seller regarding the merits of an offer to purchase that another brokerage has procured.
 - (iv) Assist the seller in preparing and communicating a counteroffer to the buyer.
 - (v) Represent the seller in negotiations with another brokerage or a buyer.
- (h) “Required jurisdiction” means the state of Minnesota, the state of North Dakota, and the following counties in Wisconsin: Buffalo, Pepin, Pierce, Polk, and St. Croix.
- (i) “Required property” means a property for sale, located in the required jurisdiction, of any of the following types:
 - (i) Single family homes.
 - (ii) Vacant lots and acreage.

- (iii) Two-family, three-family, and four-family residential buildings.
- (iv) Condominium, Townhouse, or Twin Home.
- (v) New construction in the appropriate category no later than when the property is ready for trimming. Builder models and floor plans, as well as structures being built but which have not reached the trimming stage, may at the Participant's option, be listed in the category designated by the Service for "models" and "to be built";
- (vi) Hobby farm with residence thereon

(j) Listing a buyer's equitable title in a property: The brokerage listing a buyer's equitable title in a property must file the listing with the MLS and the contingency must be noted. The brokerage must have the current property owner's written permission to show the property to perspective buyers for the listing to display an active status. If the current property owner does not grant written permission, the listing must display a temporarily-not-available-for-showing status.

Permitted and required listings

Section 4.2. Listings subject to these rules. An eligible listing is subject to these rules when the listing agreement is executed.

Section 4.3. Filing eligible listings. Subject to the other sections of this Part, a brokerage may file an eligible listing.

Section 4.4. Filing required listings. Subject to the other sections of this Part, a listing brokerage shall file a listing no later than two business days, excluding federal holidays, after execution of the listing agreement if both the following are true:

- (a) The listing is an eligible listing.
- (b) The listed property is a required property.

Section 4.5. Seller authorization. A brokerage that files a listing shall obtain one of the following authorizations from the seller in the listing agreement or on the service's *Seller Instructions* form. The authorization must include the seller's permission and instruction to the brokerage to file all information, corrections, and status changes required by the service, including sale price and terms.

- (a) If the seller wishes the listing record to be disseminated, the brokerage shall obtain the seller's authorization to disseminate the listing.

- (b) If the seller does not wish the listing to be disseminated, the brokerage shall obtain authorization from the seller to prevent dissemination of the listing, which includes the seller's authorization for dissemination if the brokerage later advertises the listed property. In this case, the listing is a retained listing.

Section 4.6. Net listings.

- (a) "Net listing" means a listing agreement under which the seller sets a target price for the sale of the property, and the listing brokerage's compensation is any amount over that target that the seller receives for the sale. "Net listing" can apply to exclusive agency, exclusive right to sell, and open listings, depending on their compensation terms.
- (b) A brokerage may not file a net listing.

Section 4.7. Single active listing record. A brokerage may not file an active listing record if there is already an active listing record in the service relating to the listed property, unless the listing records are of different property types.

Section 4.8. Service's right to reject certain listings. The service may reject an otherwise-eligible listing upon advice of counsel that the listing agreement suffers from any of these defects:

- (a) It fails to adequately protect the interests of the public, the users, or the service.
- (b) It establishes, directly or indirectly, any contractual relationship between the service and a buyer or seller.

Complete and accurate information

Section 4.9. Complete and accurate information. When filing with the service, a listing brokerage shall satisfy all the following requirements:

- (a) The brokerage shall file information for every required field in the listing record.
- (b) The brokerage shall file information that is in all respects accurate and not misleading.

Section 4.10. Content required on listing records. The listing brokerage shall disclose each of the following in a listing record:

- (a) The gross listing price provided in the listing agreement.
- (b) Subject to **Section 4.11**, the listed property's address.
- (c) That the listing brokerage or its associate has an ownership interest in the listed property.

- (d) That the listing agreement is a limited-service or entry-only agreement.
- (e) That the listing agreement provides for a sale by auction. The listing for a property to be auctioned must specify the type of auction (Absolute, Minimum Bid, or Reserve) and the license number of the auctioneer.
- (f) The potential that the sale of the listed property will be a short sale, if the listing brokerage has or should have knowledge of the potential that the sale price of the property will likely be less than the encumbrances on the property and the costs of its sale.
- (g) That a buyer may purchase a part of the listed property separately and which parts are available for a partial sale.
- (h) The existence of a contingent sale that allows the property to remain on the active market must be disclosed without revealing price or terms in the designated contingency field. The listing broker shall report to the Service within twenty-four (24) hours, excepting weekends and state or federal holidays, that a contingency on file with the Service has been fulfilled or renewed, or the agreement cancelled.

Section 4.11. Where there is no property address. If a listed property has no address, the listing brokerage shall provide its government-assigned parcel number. If the property has no parcel number, the brokerage shall provide a legal description of the property sufficient to distinguish it from other properties and to indicate its location.

Section 4.12. Photo required subject to seller opt out. The listing brokerage shall file at least one photograph or drawing of the property if it includes a building.

Section 4.13. Content prohibited in the service.

- (a) A user may not communicate in the service any offer of compensation to any other brokerage.
- (b) A brokerage may not file on a listing record the total compensation in a listing agreement between listing brokerage and seller or the total compensation third parties pay the listing brokerage and any other brokerage in a transaction.
- (c) A user may not communicate in the service any offer of a concession from a seller to the buyer specifically for buyer's payment of fees to a brokerage.

Section 4.14. Content permitted in the service.

- (a) A listing brokerage may disclose on a listing record the potential that the sale of the listed property will be a short sale, if the listing brokerage has or should have knowledge of the potential that the sale price of the property will likely be less than the encumbrances on the property and the costs of its sale.

Section 4.15. Updating listing records.

- (a) The brokerage shall file an update of a retained listing to an active or Coming Soon listing record no later than 1 business day after the brokerage advertises the property.
- (b) The brokerage shall file updated or corrected information on a record no later than 48 hours after discovering any inaccuracy or misleading representation in the record.
- (c) The listing brokerage shall file updated information regarding the changed status of a listing record no later than two business days after the change takes effect, including any of the following changes:
 - (i) Existence of a pending purchase agreement on active listing.
 - (ii) Cancellation of a pending sale and reinstatement to active status or the applicable off-market status.
 - (iii) Satisfaction of any contingency on a pending sale.

Section 4.16. Reporting sales.

- (a) Definitions. In this section:
 - (i) “Nondisclosure jurisdiction” means a state or territory, the laws of which do not require reporting to a government authority of the sale price of a property sold in the jurisdiction or where the prices of previous sales of listed properties are not publicly available.
 - (ii) “Seller-direct transaction” means a sale resulting from negotiations between the seller and a cooperating brokerage permitted under Section 7.9(d).
- (b) In a seller-direct transaction, the cooperating brokerage shall report the status change, closing date and time, and final sale price to the listing brokerage no later than two business days after the sale closes.
- (c) The listing brokerage shall file the listing record’s change to sold status, along with the final sale price, no later than two business days after the closing or receiving notice of the closing from the cooperating brokerage.
- (d) If a portion of a listed property is sold, the listing brokerage shall file information regarding the partial sale according to the requirements in subsection (c). The listing brokerage shall file a new listing record with the service, describe in one of the two records the part of the original listing that is sold, and describe in the other record the part that remains for sale.

- (e) If the listed property is in a nondisclosure jurisdiction, the listing brokerage is not required to report the sale price unless the service categorizes that field as a “sensitive field” under Section 5.1(e).

Section 4.17. Expired listings back on market. Except as provided in this section, the listing brokerage may not change the status of a listing record from expired to any active listing status.

- (a) If the listing brokerage has negotiated a renewal or extension of an existing agreement or a new listing agreement with the same seller for the same listed property before the listing record has automatically changed to expired status under Section 4.18 or within seven days after the automatic expiration, the brokerage shall update the existing listing record with a new expiration date and change its status to active.
- (b) If the listing brokerage has negotiated a renewal or extension of an existing agreement or a new listing agreement with the same seller for the same listed property at any time other than that specified in subsection (a), the brokerage must file it with the service as a new listing record.

Administrative matters

Section 4.18. Automatic status changes.

- (a) On the expiration date of any listing record in active status, the service will automatically remove the listing record from active status to expired status.

Section 4.19. Canceling listings. A listing brokerage may cancel a listing in active status with the seller’s authorization. When the listing agreement is terminated, the brokerage shall change the record’s status to canceled.

Section 4.20. Removal of record if status not updated. The service may, after notice to the listing brokerage, remove from the service any listing record for which the brokerage has not updated status information according to these rules.

Section 4.21. Changes requiring seller authorization. Before making any of the following changes to a listing record, the listing brokerage shall obtain the seller’s authorization.

- (a) Change to the listing price.
- (b) Change to the status of the listing record, including an extension or renewal of the listing record.

PART 5. DATA USE AND PROTECTION

Section 5.1. Definitions. In this Part:

- (a) “Adjacent,” relating to any display of information, means without any other intervening text or graphics.
- (b) “Automated disclosure” of a listing record means disclosure of the record by a brokerage user’s technology platform without the intervention of an associate of the brokerage.
- (c) “Customer relationship and transaction management services” means a technology platform that allows a brokerage to manage the relationship it has with a customer, including managing all necessary forms and contracts, facilitating communications between brokerage and customer, managing contracts of sale for listed properties, scheduling appointments and closings, etc. “Customer relationship and transaction management service” does not include the ability for the customer to search listing records as in limited electronic advertising or virtual brokerage.
- (d) “Limited electronic advertising,” or “LEA,” means an automated disclosure of listing records and related roster records by a user other than the listing brokerage where the technology platform allows a customer or prospective customer to enter the customer’s search criteria and the platform discloses listing records of consenting listing brokers in response.
- (e) “Service-internal data” means any of the following:
 - (i) A retained listing.
 - (ii) A listing record in any of the following statuses: *Withheld*, *Delete*, *Incomplete*.
- (g) “Static automated disclosure” means automated disclosure of a listing record and related roster records where a brokerage associate has set up a search or prospecting tool to “push” listing information to a customer or prospective customer, but where the associate and not the customer controls the search criteria in the technology platform. (For example, consider an automated email to a prospect of listings the prospect may be interested in based on search criteria entered by the associate.)
- (h) “Technology platform” means any website, mobile application, email server, audio device, or other means of communication other than the service between a brokerage user and another natural person or entity. Where these rules describe the actions of a brokerage user, they apply to the actions of the brokerage’s technology platform.

- (i) “Virtual brokerage” means an automated disclosure of a listing record and associated roster records where the technology platform allows a registered customer to enter the customer’s search criteria and the platform discloses listing records in response without regard to the consent of listing brokers. (This form of disclosure is conventionally known as “VOW” or “Virtual Office Website” in the industry.)
- (j) “User-composite report” means a user’s summary of the contents of listing records for informing the public about market conditions, advertising the user’s business, and similar purposes, in which individual listing records other than those of the user are not identifiable.

Use and disclosure in general

Section 5.2. Information of service restricted to users. A user may not disclose any information of the service to any natural person or entity who is not a user except as expressly provided in this Part. In general, a user may disclose a listing or roster record to another user.

- (a) Except as otherwise provided in these rules, a brokerage user or appraisal firm user may use a listing or roster record only for the activities that the brokerage’s or appraisal firm’s licensure or certification permits.
- (b) If Part 3 provides for any other type of user, that user’s rights and duties are defined in the user’s access or license agreement with the service.
- (c) Any other disclosure of a listing or roster record is subject to this Part.
- (d) Any other use is prohibited, and in all other cases, the data content of the service is strictly confidential.

Section 5.3. Disclosures permitted.

- (a) Subject to Section 5.4 and Section 5.5, a user may disclose a user-composite report.
- (b) Subject to Section 5.4 and Section 5.6, a user firm’s associate may make a reasonable disclosure to a customer or potential customer by any means where the associate initiates the disclosure (that is, by means that are not an automated disclosure), including orally, in print, and via electronic transmission.
- (c) Subject to Section 5.4, Section 5.6, Section 5.7, a user may make a static automated disclosure.

- (d) Subject to Section 5.4, Section 5.6, and Section 5.7, a user may make an automated disclosure on one or more customer relationship and transaction management services.
- (e) Subject to Section 5.4, Section 5.6, Section 5.7, and Section 5.8 through Section 5.11, a user may engage in limited electronic advertising.
- (f) Subject to Section 5.4, Section 5.6, Section 5.7, Section 5.8, Section 5.9, and Section 5.12, a user may engage in virtual brokerage.
- (g) All other disclosures are prohibited.

Section 5.4. Requirements for all disclosures. A disclosure permitted under this Part must meet the following requirements.

- (a) *Prohibited filters.* The disclosing user may not select, or allow a third party to select, listing records to disclose based on any compensation offered by the listing brokerage or seller or based on the identity of the listing brokerage or associate, except that a disclosing brokerage may choose to display only listing records relating to its own listings.
- (b) *Excluded data.* The disclosing user shall exclude any service-internal data.
- (c) *No advertising.* A brokerage user may not advertise a listed property or listing record unless the user is the listing brokerage or has the listing brokerage's permission in writing.
- (d) *No support of compensation platforms.* A user may not disclose listing or roster records to any natural person or entity attempting to establish a platform or mechanism for listing brokerages or sellers to make offers of compensation to brokerages working with buyers.
- (e) *Service disclaimer.* The disclosing user shall include in any disclosure the service's accuracy disclaimer: "Data believed to be accurate but should be independently verified."
- (f) *Brokerage supervision.* A brokerage may permit its technology platforms and associates to engage in the disclosures described in this Part. A brokerage associate making an automated disclosure must have the consent of the brokerage to do so and for the associate to use any third-party technology provider described in Section 5.14. The brokerage is accountable for supervising any disclosure it authorizes and for ensuring its compliance with these rules.

Section 5.5. Disclosure of user-composite reports. A disclosure of a user-composite report must meet the following requirements.

- (a) The user shall disclose that the summary is based in part (or in whole, where applicable) on the service's data content and any criteria used to filter listing records for the analysis, including time range, price range, etc., and must include the following, Based on information from the REGIONAL MULTIPLE LISTING SERVICE OF MINNESOTA, INC for the period (date) through (date).
- (b) A user may prepare a summary that includes comparisons between the user and other users on bases such as market share, average characteristics of listed properties, listing agreements, and listing outcomes.

Section 5.6. Reasonable disclosure to customers. A disclosure under this Part must meet the following requirements.

- (a) A brokerage user may disclose to a customer only a number of listing records reasonably necessary to promote the customer's interest in selling or purchasing property, to assist the customer in making a decision whether to sell or purchase a property, or to manage a customer's ongoing transaction.
- (b) An appraisal firm user may disclose to a customer only a number of listing records reasonably necessary to support a valuation of a property for the customer's purpose of making a business decision about the property, or to manage a customer's ongoing transaction.
- (c) A "reasonably" necessary number is a limited number, taking into account all relevant factors, including the total number of listing records in the service and whether the listing records disclosed are consistent with professional judgment regarding their relevance to the customer's needs.

Automated disclosures

Section 5.7. Automated disclosures in general. An automated disclosure must meet the following requirements.

- (a) *Excluded records.* The brokerage may not disclose a listing record if the seller has directed that the listed property be excluded from automated disclosures.
- (b) *Excluded fields.*
 - (i) A brokerage may not display the listed property's address if the seller has directed that the listed property's address be excluded from automated disclosures.
 - (ii) A brokerage may not display a listed property's sale price if sale prices of completed transactions are not available in the public records applicable to the listed property.

- (iii) The brokerage may not display the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency.
- (c) *Frequency of updates.* The brokerage shall ensure that the disclosure occurs no more than 12 hours after the last update of listing records from the service to the brokerage's technology platform.
- (d) *Other services.* The brokerage's technology platform may provide any services permitted under these rules.

Section 5.8. Requirements for LEA and VB. If a brokerage technology platform permits limited electronic advertising or virtual brokerage, it must meet the following requirements.

- (a) *Brokerage control and branding.* The displaying brokerage shall have control of the technology platform where listing records of other brokerages appear.
 - (i) The disclosing brokerage must be able to add, change, and remove listing records appearing on the platform as required by these rules.
 - (ii) The disclosing brokerage's name, logo, and contact information must be displayed in a manner at least as prominent as any other brokerage or third party. At a minimum, contact information must include an email address or telephone/voicemail number monitored no less frequently than every 48 hours.
 - (iii) Subject to paragraph (ii), the disclosing brokerage may display the identity, branding, and advertising of a third party on a disclosure.
- (b) *Comingling.* The platform may display data content regarding listed properties not appearing in the service, whether received from another multiple listing service or from any other source. In response to a search by a visitor to the platform, the platform may display listing records from the service on the same search-results page as information about other properties.
- (c) *Sources of data records.* Subject to Section 5.13, the platform shall identify the source of each listing record for each property immediately adjacent to the display of the property information. ("Source" here does not refer to the listing brokerage, unless the brokerage technology platform received the listing directly from another brokerage.)
- (d) *Modifying records.* The displaying brokerage may not modify the data content in a listing record received from the service.
- (e) *Supplementing records.* The displaying brokerage may supplement a listing record with information from the listing brokerage or third parties.

- (i) The brokerage shall visually separate the supplemental information from the listing record.
 - (ii) The brokerage shall clearly identify the source of the supplemental information on or adjacent to it.
- (f) *Comments and automated estimates of value.* A technology platform may include functionality that permits third parties to write comments or reviews regarding a listed property or permits a visitor to the platform to obtain an automated valuation of the property.
- (i) If the comment, review, or valuation appears—or can be reached by a link that appears—immediately adjacent to the listing record, it is subject to this subsection.
 - (ii) Subject to paragraphs (iii) and (iv), the platform may not disclose a comment, review, or valuation if the seller has requested it not be displayed on the listing record.
 - (iii) The platform may communicate on any listing record the disclosing brokerage’s good-faith professional judgment regarding the listed property.
 - (iv) The platform may disclose that a comment, review, or valuation is unavailable at the request of the seller.
- (g) *Notice and access for service and other users.*
- (i) The brokerage shall give the service notice of its intent to operate the platform and of the services permitted under this Part that the brokerage will deliver with the platform at least 2 days before the brokerage begins making automated disclosures with the platform.
 - (ii) The brokerage shall allow the service and other users to access the platform and to pose as visitors or customers using the platform to ensure the platform’s compliance with these rules.
- (h) *Correction of errors.* The disclosing brokerage shall correct errors in data or comments displayed under subsection (e) and (f).
- (i) The disclosing brokerage shall be prepared to receive corrections at the contact location identified in paragraph (a)(ii) or at a contact location specified on the display of the listing record.
 - (ii) The disclosing brokerage is required to correct an alleged error only when the party bringing the alleged error to the brokerage’s attention explains the basis for considering it an error.

- (iii) Unless the disclosing brokerage concludes the alleged error is not an error, the disclosing brokerage shall correct it no later than 48 hours after receiving notice or explanation of it.
 - (iv) If the alleged error appears in the data record that the service has provided, the disclosing brokerage may refer the party identifying the error to the service or to the listing brokerage.
 - (v) The disclosing brokerage's good-faith professional judgment regarding the listed property is not subject to this subsection.
- (i) *Privacy policy.* The platform must have a privacy policy that explains the data it will collect from visitors and how the platform and brokerage will use the data.
 - (j) *End User License Agreement:* Once during each viewing session, the technology platform must require the visiting consumer to assent to the terms of the End User License Agreement (EULA), promulgated by the Service. The technology platform must obtain the consumer's assent by means of the consumer's affirmative act before the consumer views any portion MLS data. The Service may in its sole discretion amend the EULA at any time; each technology platform shall begin using the most recent version of the EULA within 30 days of the date that the Service adopts it.

Section 5.9. Technology required for LEA and VB. A brokerage engaging in limited electronic advertising or virtual brokerage shall ensure that its technology platform satisfies the requirements of this section and has completed a license agreement with NorthstarMLS and the technology platform.

- (a) The platform shall employ security measures at least as robust as those used by the service, such as firewalls and software, to detect unusual activity and to prevent misappropriation, "scraping," and other unauthorized uses of data content. If the service requires specific measures, it shall give notice of them to users.
- (b) The platform shall maintain an audit trail of each user's activities for at least 18 months.

Limited electronic advertising (LEA) of other brokers' listings

Section 5.10. Blanket consent to LEA. A listing brokerage consents to all other brokerage users engaging in limited electronic advertising of the listing brokerage's listings under this Part unless the listing brokerage gives notice to the service that it refuses to consent.

Section 5.11. Requirements for LEA. If a brokerage technology platform provides limited electronic advertising, it must meet the following requirements.

- (a) *Consent.* The platform may disclose a record of another brokerage that has consented to limited electronic advertising under Section 5.10.
- (b) *Reciprocity.* The disclosing brokerage may not have withheld consent for other brokerages' display under Section 5.10.
- (c) *Search engines.* The platform may, but is not required to, prevent indexing of listing records by recognized search engines.
- (d) *Permitted fields.* The platform may display only those fields permitted by the service to appear in LEA disclosures.
- (e) *Required fields.* Subject to Section 5.13, the platform shall display all fields required by the service to appear in LEA disclosures.
- (f) *Notice of limited use.* The platform shall display a notice that listing records are for the viewer's personal, non-commercial use and that the viewer may not use the listing records for any purpose other than identifying a property the viewer may wish to purchase and comparing it to similar properties sold or for sale.
- (g) *Excluded records.* The platform may not disclose listing records in the following statuses: *Incomplete, Withheld, Canceled, Expired, or TNAS.*

Virtual brokerage

Section 5.12. Virtual brokerage. If a brokerage technology platform permits virtual brokerage, it must meet the following requirements.

- (a) *Definition.* In this section, "registrant" means the person or entity to whom the platform makes the disclosure in virtual brokerage.
- (b) *Customer relationship.* The registrant must be a Customer (as that term is defined in Section 1.1) and meet the following requirements.
 - (i) The platform has obtained and confirmed the email address of the registrant, which must be different from the email of any other registrant.
 - (ii) The platform has assigned or permitted the registrant to choose a username (which may be the same as the registrant's email address) and password.
 - (iii) The password of each registrant on the platform must have an expiration date, but the platform may allow the customer to renew the password.
 - (iv) The platform must have a record of the username, email address, and current password of the registrant and shall retain these records no less than 180 days after the last expiration of the customer's password.

- (c) *Terms of use required.* The brokerage shall enter a contract with the registrant on the platform (sometimes called “terms of use” or an “end-user license agreement” or “EULA”), in which the registrant meets the following requirements:
- (i) The registrant acknowledges the brokerage relationship between the registrant and brokerage.
 - (ii) The registrant asserts that the registrant has an interest in purchasing or selling property of the types offered on the platform.
 - (iii) The registrant agrees that any information the registrant obtains from the platform is for the registrant’s personal, non-commercial use.
 - (iv) The registrant promises that the registrant will not disclose any information from the platform to any third party except to the extent the registrant expects such a disclosure to advance a purchase or sale of a listed property.
 - (v) The registrant acknowledges the service’s ownership and validity of the copyright in the service’s compilation.
- (d) *Terms of use conditions.* The contract required in subsection (c) is subject to the following additional requirements.
- (i) It may not impose a financial obligation on the registrant.
 - (ii) It may not create any representation relationship between the registrant and the brokerage other than the default relationship provided under law.
 - (iii) It must permit the service and any brokerage user, or the representative or associate of either of them, to register and use the platform for purposes of confirming the platform’s compliance with these rules.
- (e) *Separate representation agreement permitted.* The platform may require the registrant to enter an agreement separate from the contract required in subsection (c) that imposes a financial obligation on the registrant or that creates a relationship between the brokerage and registrant that is different than the default relationship under law.
- (i) The platform shall conspicuously label the agreement as creating a particular brokerage relationship.
 - (ii) The platform shall conspicuously identify any financial obligation the registrant assumes by executing the agreement.
 - (iii) The platform shall require more than a mouse click for the registrant to assent to the agreement. The platform may satisfy the requirement of this paragraph

by requiring the registrant to type the registrant's name in a signature box, unless a different form of assent is required by law.

- (f) *Registrant service.* The platform shall provide contact information where a registrant may ask questions or seek further information about listed properties appearing on the platform. At a minimum, contact information must include an email address or telephone/voicemail number monitored no less frequently than every 48 hours. A live chat function also satisfies the requirement of this subsection.
- (g) *Listing brokerage information.* Subject to Section 5.13, the platform shall display, adjacent to each listing record, the name and contact information of the listing brokerage and listing associate as they appear in the listing record. The contact information must at a minimum include an email address. The display must be in a color and location at least as visible as the display of the listing record and in a type size as large as the median type size used to display the listing record.

Technical and administrative matters

Section 5.13. Minimal disclosures. In a disclosure with a display requirement subject to this Part, the brokerage's technology platform need not satisfy the display requirement on a minimal display of a listing record—a display of 200 or fewer characters in a “thumbnail” view, text message, “tweet,” or the like.

- (a) The minimal display must link to a disclosure that satisfies all display requirements.
- (b) For audio disclosures, the platform must simultaneously deliver an electronic disclosure that satisfies all display requirements.

Section 5.14. Third-party technology provider.

- (a) A brokerage may retain a third-party technology company to provide a technology platform for the brokerage to make disclosures permitted under this Part.
- (b) The service may require the third party to enter into a license agreement with the service—with the brokerage user as party or guarantor—for any access to data content of the service.
- (c) A third party has no rights in the service other than those it derives by being a contractor to the brokerage.
- (d) A third party may provide a technology platform to more than one brokerage user.
- (e) A brokerage may retain more than one third party to perform each type of disclosure or to perform more than one type of disclosure under this Part.

Section 5.15. Seller instructions. A listing brokerage shall collect any instruction from a seller pertinent to the rules in this Part on the listing agreement or the service's *Seller Instructions* form, as provided in **Section 7.1**.

Section 5.16. Use of service-internal data prohibited. Any user who comes into possession of service-internal data (except data relating to a user's own listings) may not use or disclose the data to any third party and shall immediately inform the service of the breach of data security.

PART 6. USER RELATIONS WITH THE SERVICE

Section 6.1. Definitions. In this Part:

- (a) “Distribution” means the service’s delivery of a listing or roster record to a user or to a natural person or entity who is not a user, including printing, displaying, delivering, or otherwise conveying data content from the listing or roster record.
- (b) “Firm jurisdiction” means the state of Minnesota, the state of North Dakota, and the following counties in Wisconsin: Buffalo, Pepin, Pierce, Polk, and St. Croix.

Section 6.2. Fees.

Users are required to pay fees set their association. The Association may discontinue service to any user who fails to pay fees when due.

Section 6.3. User offices within firm jurisdiction. Subject to Section 6.4, if any office of a brokerage or appraisal firm becomes a user, all offices of the brokerage or appraisal firm user within the firm jurisdiction shall become users.

Section 6.4. Waivers.

- (a) *Office waiver.* If a brokerage or appraisal firm user has an office in the firm jurisdiction that does not use the service and is affiliated with another multiple listing service, that office is a “waived office,” and this subsection applies.
 - (i) For purposes of this section, any action prohibited for the waived office is prohibited for any user or associate of the waived office.
 - (ii) The brokerage user or appraisal firm user shall certify that the waived office is affiliated with another MLS and does not use any part of the service. The service may require that the brokerage user or appraisal firm user identify the other MLS, and the user consents to the service confirming the office’s participation with the other MLS.
 - (iii) The waived office may not have any access to any information of the service and may not use any part of the service.
 - (iv) No listing record representing a listing agreement on which the waived office or its user or associate is named may be filed with the service.
 - (v) The waived office may not disclose a listing or roster record of the service on any technology platform that the waived office operates under Part 5.

- (vi) The waived office need not be a user under Section 6.3 and is not subject to fees under Section 6.2.
- (b) *Associate user waiver.* If a brokerage or appraisal firm user has an office in the firm that participates in the service but an associate user in the office participates in another MLS and does not use the service, the associate user is a “waived associate,” and this subsection applies.
- (i) The brokerage user or appraisal firm user shall certify that the waived associate participates in another MLS and does not use any part of the service. The service may require that the brokerage user or appraisal firm user identify the other MLS, and the users consent to the service confirming the associate’s participation with the other MLS.
 - (ii) The waived associate may not have any access to any information of the service and may not use any part of the service.
 - (iii) No listing record representing a listing agreement on which the waived associate is named may be filed with the service.
 - (iv) The waived associate may not be named on a contract for sale for any property listed in the service.
 - (v) The waived associate is not subject to fees under Section 6.2.
- (c) *Consequences of violation.* If a waived office or waived associate makes any use of the service in violation of this section, the brokerage or appraisal firm user is subject to the following consequences for the infraction.
- (i) The service may assess the user for all fees that it would have paid for the waived office or waived associate but for the waiver, starting on the date the waiver began and ending on the date of the infraction.
 - (ii) The waived office or waived associate may not be subject to any waiver until a date at least six months after the infraction. During that period, the user shall pay all fees normally applicable to an office or associate user.
 - (iii) After the six-month exclusionary period, the user may re-apply for waiver status for the waived office or waived associate.
 - (iv) If a waived office or waived associate commits a second or subsequent violation of the provisions of this section, the service may indefinitely decline to permit a waiver for the office or associate.

Section 6.5. Service use of listing and roster records. The service may make the following types of use, dissemination, or distribution of a listing or roster record.

- (a) *Service-internal uses.* The service may make any use of a record that distributes it only to employees, contractors, and agents of the service for purposes of operating and managing the service.
- (b) *Records for users.* The service may disseminate a record to a user for any purpose permitted or required by these rules.
- (c) *Distribution for research.* The service may not distribute records to non-users for research and analysis except where the service requires by contract that that the non-user meet all the following requirements:
 - (i) The non-user may not publish any report or aggregate analysis that identifies an individual listing record.
 - (ii) The non-user may not publish any report collated based on which brokerage was involved in listing or selling listed properties.
- (d) *Distribution required by law.* The service may distribute a listing or roster record if any law or legal process, including subpoena or other governmental investigative demand, requires the distribution.
- (e) *Other distributions.* The service may, but is not required to, distribute listing and roster records to other non-users.
 - (i) Any distribution under this subsection, including distributions to users other than brokerages and appraisal firms in Part 3, requires the listing brokerage's consent.
 - (ii) The service may obtain a brokerage's consent by giving notice of the distribution to the brokerage unless the brokerage opts out of the distribution by the means the service has provided. Identification of a user type other than a brokerage or appraisal firm in Part 3 constitutes notice to all users of the distributions disclosed in Part 3.
 - (iii) If the listing brokerage is no longer a brokerage user, its consent is presumed unless it gave instructions when it terminated its relationship with the service that the service should not distribute its listing records.
 - (iv) The service may not make giving consent to any distribution under this subsection a condition of a brokerage user's relationship with the service.
 - (v) Subject to paragraph (vi), the service may not exclude a listing record from a distribution based upon the type of listing agreement the record represents.
 - (vi) The service may exclude a listing record from a distribution where the listed property's address would appear on a portal and there appears on the

property a “for sale by owner” sign or any other invitation to the public to contact the seller directly. “Portal” means any means of advertising listed properties or other products or services.

Section 6.6. Users entitled to access to records. The service shall disseminate listing and roster records to users for the purposes permitted under these rules. The service may exercise its sole discretion regarding which media and platforms it will use for this purpose, but each user is entitled to use a copy of the service’s data compilation to the extent that the rules permit the use.

Section 6.7. Brokerage entitled to data feed. A brokerage user or associate user of the brokerage may obtain a data feed for disclosures and uses permitted under Part 5.

- (a) The service may require that the brokerage execute a license agreement with reasonable provisions to protect the interests of the service, other users, and the public.
- (b) The service may charge a reasonable fee for the data feed.
- (c) If the service has reason to believe that a user has violated these rules or that the user’s technology platform has permitted an unauthorized disclosure or distribution of listing or roster records in violation of Part 5, the service may request access to all customer information and audit trails that the user and its technology platform maintain relevant to the alleged breach.

Section 6.8. Firm responsibility for affiliated users. A brokerage user or appraisal firm user is responsible for compliance with these rules by users affiliated with the brokerage or appraisal firm user.

- (a) As consideration for access to the service, every user agrees that these rules are binding on the user. The service may require each user to execute a separate agreement affirming this fact.
- (b) If the service assesses a fee or other discipline against a user, the user’s brokerage or appraisal firm is liable for the discipline.
- (c) The service may treat continued violation of these rules by an associate of a brokerage or appraisal firm user as a violation by the brokerage or appraisal firm user itself.

Section 6.9. User to provide documentation. A user must provide documentation of any agreement or authorization required under these rules to the service no later than 48 hours after the service’s request for the documentation.

Section 6.10. Consideration of violations of these rules. Subject to Section 6.11, the service shall consider every allegation that a user has violated these rules

- (a) In this section:
 - (i) “Complainant” means the natural person, entity, or automated agent that identifies an alleged violation of these rules.
 - (ii) “Respondent” means the user alleged to have violated these rules.
 - (iii) “Service evaluator” means an employee or representative of the service charged with certain roles under this section or an automated data checking system.
 - (iv) “Fact finding panel” means the service Rules Committee or other group appointed by the Board of Directors.
 - (v) “Review panel” means the Board of Directors.
- (b) An allegation may arise from a written complaint from a complainant who is a natural person or entity—including an employee or representative of the service—or it may arise from internal automated monitoring mechanisms put in place by the service, in which case the service is the complainant.
- (c) A service evaluator shall evaluate each allegation. There may be more than one service evaluator involved in a given complaint. If there is sufficient evidence in the service evaluator’s judgment to sustain a claim that the respondent has violated these rules, the service evaluator shall impose the applicable fee or discipline for the rule violation. Otherwise, the service evaluator shall dismiss the complaint.
- (d) If the service evaluator concludes the respondent violated a rule and imposes a fee or other discipline, the respondent may appeal to a fact finding panel. If the service evaluator dismisses a complaint, the complainant may appeal to a fact finding panel.
- (e) A fact finding panel shall conclude, based on evidence presented to it by the service evaluator, the complainant, and the respondent, whether the respondent has violated the rules. If the panel concludes there is a violation, the panel shall impose the applicable fee or discipline for the rule violation. Otherwise, the panel shall dismiss the complaint.
- (f) The complainant and staff evaluator may not appeal a fact finding panel’s determination that there has been no rule violation. The respondent may appeal the determination that the respondent violated the rules to a review panel.
- (g) A review panel shall conclude, based on evidence presented to it by the staff evaluator, the complainant, and the respondent, whether the respondent has violated the rules. If the panel concludes there is a violation, the panel shall impose

the applicable fee or discipline for the rule violation. Otherwise, the panel shall dismiss the complaint. The review panel's decision is final.

- (h) The service may adopt procedures for carrying out the activity required by this section, including provisions to address complainants who do not wish to be identified, the time a complainant or respondent has for appeal, and selection of panelists.
- (i) The service may adopt a schedule of fees or discipline for violations of particular rules and other forms of discipline.
 - (i) Discipline may consist of any combination of a letter of warning, a letter of reprimand, a requirement to attend training, a fee not to exceed \$15,000, and suspension or termination of status as a user.
 - (ii) A user may be placed on probation in lieu of other discipline. The applicable fee or discipline is suspended provided the user does not commit any other violations during the probationary period. If the user commits another violation during the probationary period, the service may impose both the suspended fee or discipline for the previous violation and the applicable fee or discipline for the new violation.

Section 6.11. Allegations of Code of Ethics violations. If a complaint under Section 6.10 alleges that a user who is a REALTOR® has violated the REALTOR® Code of Ethics, the service shall refer the complainant to the association of REALTORS® with jurisdiction over the user.

Section 6.12. Treatment of suspended, expelled, and resigned brokerages. If the service suspends a brokerage's user privileges or expels the brokerage because the brokerage has violated these rules, or if a brokerage resigns from the service, the service shall give notice to the brokerage that it has the option for its active listing records in the service to remain in that status until they are sold, withdrawn, canceled, or expired.

- (a) The brokerage shall make its election no later than 2 business days after the service's notice.
- (b) If the brokerage elects to have the service retain the listing records as active records, the brokerage shall commit to reporting status changes and closed sales as provided in Part 4. The service shall automatically designate any record for a listed property not sold as of its expiration date as expired.
- (c) If the brokerage elects not to have the service retain the active listings or fails to respond to the service's notice, the service shall designate the brokerage's active listings as withdrawn.

Section 6.13. Treatment of sellers making demands of the service. Subject to subsections (a) and (b), the service shall not accede to the demand of a seller to add, change, or remove a listing record.

- (a) If a seller of a property that is the subject of a listing record asserts to the service that the listing brokerage identified on the record has never had the authority to file the listing record with the service, the service shall initiate an inquiry under Section 6.10.
- (b) If a seller of a property that is the subject of a listing record asserts to the service that the listing record does not accurately represent the status of the listing agreement or listed property, the service may review documentation from the seller in support of seller's position. If the seller's documentation supports the seller's assertion, the service shall initiate an inquiry under Section 6.10.
- (c) If any inquiry under this section reveals that the seller's assertions are correct, the service may revise or delete the listing record and impose the applicable fee or discipline on the listing broker for its violation of these rules.

Section 6.14. Use of terms "MLS" and "multiple listing service".

- (a) A user may communicate to the public that the user participates in the service and can provide information from the service subject to these rules. (For example, "Our firm has access to complete and timely information from NorthstarMLS.")
- (b) A user may not suggest that the user or any user associate is or operates a multiple listing service.
- (c) A user may not suggest that the user provides direct access to the service.
- (d) The prohibitions of this section apply to users' firm names, web addresses, email addresses, and any other form of communication to the public.

Section 6.15. Cooperation with service investigations. If the service is investigating any user's alleged violation of these rules or has reasonable cause to believe that the user has allowed a breach of the security or confidentiality of listing or roster records, the service may demand that the user deliver to the service any documents, records, contracts, or other materials described in these rules or required to be retained under these rules that may relate to the alleged violation or breach, including registrant information and audit trails the user's technology platforms used for automated disclosures under Part 5. The user shall supply the materials to the service no later than 7 days after the service's request for them.

Section 6.16. Orientation and training.

- (a) The service may require any associate of a user to complete an orientation program not exceeding eight hours in duration no later than 30 days after the associate gains access to the service.
- (b) The service may require any associate of a user to complete periodic training, not exceeding four hours in any twelve-month period.
- (c) The service shall make any orientation or training required under this section available remotely, whether synchronously or asynchronously.

PART 7. USER RELATIONS WITH OTHERS

User relations with customers

Section 7.1. Seller instructions form. When executing a listing agreement that is subject to **Section 4.4**, a listing brokerage shall include the contents of the service's *Seller Instructions* form in the listing agreement.

- (a) The brokerage may copy the language of the form into the brokerage's chosen listing-agreement form, attach the form to the listing agreement as an addendum, or combine these two approaches, placing some language from the form in the listing agreement and some in an addendum.
- (b) The brokerage may not vary the language of the form without consulting the service.
- (c) The brokerage shall retain the form, any agreement incorporating its language, or both for at least 1 year after the execution of the listing agreement or the off-market date of the listing record, whichever is later.

Section 7.2. No representation that services are free. A user may not represent to any customer or potential customer that the user's services are "free" or available at no cost unless the user will receive no compensation from any source for the services at issue.

Section 7.3. User disclosure to buyers and sellers. A user shall disclose to a prospective seller or buyer with whom the user interacts that brokerage compensation is not set by law and is fully negotiable. The user shall include the disclosure in conspicuous language as part of any listing agreement, written buyer agreement, and disclosure document required by law.

Section 7.4. Agreement when user works with buyer. A user working with a buyer shall enter a written agreement with the buyer before touring any home.

- (a) *Definitions.* In this section:
 - (i) "Working with a buyer" means a user provides services subject to the user's brokerage license at the buyer's request, whether the user represents the seller, the buyer, neither, or both. Working with a buyer does not include communicating with potential buyers attending an open house that is open to the public (whether hosted by the listing brokerage or another firm), but it does otherwise apply to showings of properties by the listing brokerage.
 - (ii) "Touring a home" means a user enters a home—a residential property consisting of not less than one nor more than four units—with a potential buyer or the user enters the home to provide a synchronous virtual tour to a potential buyer not physically present.

- (b) *Agreement requirements.* The agreement must meet the following requirements:
- (i) To the extent the user will receive compensation from any source for working with the buyer, the agreement will offer a specific and conspicuous disclosure of the amount or rate of compensation or how the amount will be determined. The amount of compensation must be objectively ascertainable and not open-ended.
 - (ii) The agreement must prohibit the user from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement
 - (iii) The agreement must contain a conspicuous statement that brokerage fees and commissions are not set by law and are fully negotiable.

Section 7.5. Presentation of offers to seller and buyer.

- (a) The fact that there is an existing contract for sale on a listed property does not by itself relieve a brokerage of responsibility under this section.
- (b) A listing brokerage shall present to the seller any written offer or counteroffer of purchase unless the brokerage and seller have agreed otherwise in writing. If the listed property is subject to an existing contract for sale, and a new offer is not contingent on the termination of the existing contract, the listing brokerage shall advise that the seller obtain legal counsel before accepting the new offer.
- (c) A brokerage working with a buyer shall present to the buyer any written offer or counteroffer of purchase unless the brokerage and buyer have agreed otherwise in writing. If there is evidence of a pre-existing contract for sale on the listed property, the brokerage shall advise that the buyer obtain legal counsel before accepting the new offer.

User relations with other users

Section 7.6. User with interest in purchasing. A brokerage user or appraisal firm user, or any associate user of it, interested in acquiring a property listed by another brokerage on the user's own behalf shall disclose that interest in writing to the listing brokerage no later than the time when the user makes an offer to purchase the listed property.

Section 7.7. For-sale and sold signs. A brokerage may not place a for-sale or sold sign on a listed property without the listing brokerage's permission.

Section 7.8. Solicitation of active listings. A brokerage may not solicit a listing agreement with the seller of any property subject to an active listing record in the service unless the solicitation is consistent with law.

Section 7.9. Brokerages in cooperative transactions.

- (a) *Definition.* “Cooperative transaction” means a transaction or prospective transaction where a listing brokerage represents the seller, and a cooperating brokerage is working with a potential buyer or buyer.
- (b) *Access for cooperating brokerages.* A listing brokerage shall make a listed property with an active listing record available for potential cooperating brokerages to show within 24 hours. The seller may refuse showings, but if the seller does so routinely or repeatedly, the listing brokerage shall change the status of the listing to an applicable off-market listing status.
- (c) *Appointments and negotiations through listing brokerage.* Subject to subsection (d), a cooperating brokerage shall make an appointment for a showing and conduct negotiations with a seller only through the listing brokerage.
- (d) *Direct communications with seller.* A cooperating brokerage may communicate directly with the seller if either of the following conditions is true:
 - (i) The listing brokerage has consented to direct contact between the cooperating brokerage and the seller. The listing brokerage may grant blanket consent for direct contact to all potential cooperating brokerages in *Agent Remarks* field.
 - (ii) The cooperating brokerage has been unable to contact the listing brokerage after reasonable effort, provided that the listing brokerage may prohibit direct contact by any potential cooperating brokerage in the *Agent Remarks* field.
- (e) *Prompt presentation of offers.* The listing brokerage shall arrange to present an offer as soon as possible. The cooperating brokerage may demand an explanation for any failure by the listing brokerage to satisfy this subsection.
- (f) *Brokers’ rights to present offers and counteroffers.*
 - (i) A listing brokerage shall allow a cooperating brokerage to be present for the presentation to the seller of any offer of sale or purchase that the cooperating brokerage has delivered to the listing brokerage, unless the seller gives the listing brokerage written instructions to the contrary.
 - (ii) The cooperating brokerage shall allow the listing brokerage to be present for the presentation to the buyer of any counteroffer from the seller, unless the buyer gives the cooperating brokerage written instructions to the contrary.
 - (iii) If the buyer or seller has given written instructions under paragraph (i) or (ii), the brokerage receiving the instructions shall provide them to the other brokerage upon the other brokerage’s request.

- (iv) The listing brokerage may exclude the cooperating brokerage from the listing brokerage's discussion with the seller evaluating an offer, and the cooperating brokerage may exclude the listing brokerage from the cooperating brokerage's discussion with the buyer evaluating a counteroffer.
- (v) A brokerage retains reasonable discretion to schedule an appointment where the brokerage will receive an offer or counteroffer.
- (g) *Confirmation of delivery of offers.* If a brokerage that procures an offer or counteroffer is not present for the delivery of that offer or counteroffer to the receiving brokerage's customer, it may demand confirmation of delivery from the receiving brokerage.
 - (i) If the receiving brokerage has delivered the offer or counteroffer, the receiving brokerage shall provide written confirmation as soon as practical after the demand.
 - (ii) If the receiving brokerage's customer has waived the receiving brokerage's obligation to present the offer or counteroffer, the receiving brokerage shall provide written confirmation as soon as practical after the demand.

Section 7.10. Compensation offers to other brokers, if any. Subject to Section 4.13, a listing brokerage may make an offer of compensation to a potential cooperating brokerage, or other representative (such as an attorney) representing the buyer outside of the service. If the listing brokerage does so, it shall provide a conspicuous notice to the seller regarding the compensation and obtain the seller's authorization for the compensation on the *Seller Instructions* form required in Section 7.1, including the amount or rate of any such payment.

PART 8. RISK MANAGEMENT

Section 8.1. Limits on user’s use of records that user files. A user’s use of a listing or roster record the user has filed with the service may be limited to the extent the service or a third party under contract with the service supplies some data content in the record. Any limitation relates only to the data content the service or third party has provided. The service shall inform users of any limitations under this section.

Section 8.2. Filing user’s grant of license. A user grants to the service a non-exclusive, perpetual, world-wide, royalty-free, license to data content the user files with the service to reproduce, prepare derivative works of, distribute, display, perform and license (including sublicenses through multiple tiers) the data content in any way consistent these rules. A separate user agreement may provide for a more extensive grant or assignment of rights from a user under certain circumstances.

Section 8.3. Compilation copyrights.

(a) *Definitions.* In this section:

- (i) “Compilation” means the selection, coordination, and arrangement (as those terms are used in U.S. copyright law) of data content that a user files with the service, including the choice, classification, categorization, ordering, and grouping of material or data content.
- (ii) “Intellectual property law” means all law regarding copyrights, moral rights, trade secret rights, and rights of authorship.

(b) *User compilation contributions.* Compilation of a user is a work made for hire by the user for the benefit of the service, which is the compilation’s author for purposes of intellectual property law. If for any reason the compilation cannot be a work made for hire, the user shall agree to assign and hereby does assign to the service all right, title and interest in the compilation. If for any reason the compilation cannot be assigned, the user grants to the service a license to the compilation as provided in **Section 8.2.**

(c) *Original text and photographs.* This section does not apply to original text or photographs.

Section 8.4. Filing user’s representations and warranties. By filing data content with the service, a user represents and warrants that the user has all authorization and permission necessary to file the data content and to grant the license in Section 8.2.

Section 8.5. Indemnification. A user—the “indemnifying user”—shall defend and hold harmless the service and all other users against any claim by a third party:

- (a) that the content the indemnifying user has filed with the service is inaccurate or infringes the rights of any individual person or entity; or
- (b) arising from a violation of these rules by the indemnifying user.

Section 8.6. No warranty by service. A user shall hold the service harmless against any claim by the user that the data content is inaccurate or not suitable for the user's purposes. The service communicates data content it receives from users and third parties to users as-is, except where these rules or applicable license agreements provide otherwise. The service cannot verify the accuracy of the data content and makes no warranty as to its accuracy.

Section 8.7. No legal action against other user for rule violation. These rules are a contract between the service and a user. These rules by themselves do not give a user a basis for a lawsuit for breach of contract against another user. The rights a user has under these rules are against the service and not against other users. Subject to Section 8.8, a user's only recourse for another user's violation of these rules is through the procedure in Section 6.10.

Section 8.8. Alleged misuse of another user's data content.

- (a) *Definitions.* In this section:
 - (i) "Alleged misuser" means a user who has allegedly made use of the data content in a listing brokerage's listing or roster record that is not expressly permitted in these rules.
 - (ii) "Content owner" means a listing brokerage asserting that data content in one of its listing records or roster records has been misused by an alleged misuser.
- (b) *Rights of content owners.* Users of the service receive only those rights in other users' data content that these rules provide. A content owner may have legal rights, such as copyrights, in its data content that provide the content owner legal remedies against an alleged misuser.
- (c) *Service to determine.* The content owner may initiate a complaint of misuse as a rule-violation complaint, and the service shall resolve the complaint under Section 6.10. The service shall determine whether an alleged misuse of a content owner's data content is consistent or inconsistent with these rules. The service's determination is final.
- (d) *Right of content owner.* A content owner may bring suit against an alleged misuser only if, after the parties have exhausted all procedures provided in Section 6.10, the service has determined that the alleged misuse is inconsistent with these rules.

- (e) *Discipline for rule violation.* The service may impose a fee or discipline for any rule violation under this section, whether the content owner brings suit or not.

PART 9. PROCESS FOR REVISION

Section 9.1. Amendment process. The service may amend these rules by approval of the board of directors of the service.

Section 9.2. Notice of amendment. The service shall provide advance notice of a rule change. The service shall try to provide users no less than 30 days to come into compliance with the new or changed provision, but the service may provide a shorter notice period if there is an urgent need to implement a change. A user's use of the service after the expiration of the notice period constitutes the user's assent to the change.

PART 10. Data Sharing Network

15.1 Definitions.

15.1.1 "Data Sharing Network" or "DSN" means all the REALTOR® associations and multiple listing services (the "DSN MLSs") that provide access to the multiple listing data of the Service in return for the Service providing its multiple listing data to the DSN MLSs. For purposes of these rules, the Service itself is a DSN MLS.

15.1.2 "Other MLS" means any DSN MLS, other than the Service, from which Participant or its Users wish to obtain access to listing information.

15.1.3 "Other MLS Database" means all data of Other MLS relating to real estate for sale, previously sold, or listed for sale, and data relating to Other MLS's brokers and agents (including text, photographs, and all other data formats now known or hereafter invented) entered into the Other MLS's database.

15.1.4 "Other MLS Policies" means the Other MLS's bylaws, policies and procedures manual, and rules and regulations, as the Other MLS amends them from time to time. These policies may differ from those of the Service.

15.2. Purpose. The purpose of the DSN is to make it possible for participants and subscribers of each DSN MLS to disseminate listing information to participants in other DSN MLSs. The objective of the DSN is to facilitate the sharing of information among participants and subscribers of DSN MLSs.

15.3 Access to Other MLSs. Access to data of Other MLSs is subject to the following provisions:

15.3.1 Access to Listing Data in Other MLSs. Participant and their Users may have access to the listings of an Other MLS through the DSN according to the terms of that Other MLS's rules and regulations. Access to listings in other DSN MLSs is available only to those Participants entitled to access to listings in the Service.

15.3.2 No Input. Neither Participant nor their Users are entitled to input any listing content into an Other MLS Database. These privileges are limited to brokers and licensees who become Participants and Subscribers directly to the Other MLS.

15.3.3 IDX. Participant may have access to and use IDX data feeds from each Other MLS that has granted permission for IDX sharing, provided its use of that data is subject to the IDX rules of the Other MLS.

15.4 Application of Other MLS rules. If the Participant accesses or allows any of its Users to access the listing data of an Other MLS, Participant becomes bound by the rules and regulations of that Other MLS with regard to that listing data and with regard to any transaction arising from use of that data. The following provisions also apply.

15.4.1 Priority of Rules and Agreements. Access by Participant and its Users to the Other MLS Database is subject at all times to the limitations set out in the Other MLS Policies. In the event of an apparent conflict between the Other MLS Policies and these rules with regard to the Other MLS Database, Participant's obligations and rights shall be determined, in order of precedence, by the Other MLS Policies, by any agreement between Participant or its Users and the Other MLS, and by these rules.

15.4.2 Use limited. Participant and their Users may use the Other MLS Database solely for the purpose of selling, listing, leasing, and appraising real estate for bona fide clients and customers as provided in the Other MLS Policies. Except as expressly provided in the Other MLS Policies, Participant and their User may not copy, create derivative works of, distribute, perform, or display the Other MLS Database or any part of it.

15.4.3 Confidentiality. Participant and their Users shall maintain the confidentiality of all user IDs, passwords, and tokens (if any) and of the Other MLS Database; Participant, its Users, and its employees shall not provide user IDs, passwords, or tokens (if any) to any third party. To maintain the confidentiality of all user IDs, passwords, and the Other MLS Database, Participant, their Users, and employees shall take the greater of reasonable care or the care Participant takes to protect its own confidential information.

15.4.4 Consideration of alleged rule violations. Participant must submit to the Other MLS Policies, whether relating to a listing record in the Other MLS Database or to another broker Participant in the Other MLS. Participant remains subject to the rules of the Service as well. As a result, it is possible that the same act or acts could constitute a violation of policy in both the Other MLS and the Service, and that Participant may be sanctioned for multiple violations if Participant is found culpable. Participant consents to the Service communicating the final resolutions of disciplinary proceedings to all DSN MLSs. 15.4.5 Other sanctions. In addition to

finer, Participant may be subject to other sanctions levied by the Service, including discontinued access to the DSN, the Other MLS Database, or the Service itself.

15.5 Disclaimer of warranties. The Other MLS provides the Other MLS data on an “as is,” “as available” basis. Use of the Other MLS data and the information available through the Other MLS data are at Participant’s sole risk. The Service and the Other MLS do not warrant that the Other MLS data will be uninterrupted or error-free, accurate, complete, current or reliable.