

**Rules and Regulations of  
Maine Real Estate Information System, Inc. (MREIS)  
(Separately incorporated, but wholly-owned by the Maine Association of REALTORS®)**

Last Amended and Restated Date: August 10, 2011

## **INTRODUCTION & DEFINITIONS**

*MREIS* owns and operates a real estate multiple listing service (MLS). By participating in and/or accessing the *MLS*, *Participants* and their *Authorized Users* and *Vendors* are agreeing that the *MREIS Bylaws*, these *MREIS Rules and Regulations*, and the *MREIS End User License Agreement* govern the participation in and use of the *MLS* by *Participants* and their *Authorized Users* and *Vendors*. The italicized terms used in these *MREIS Rules and Regulations* shall have the meaning set forth in the *MREIS Glossary* which can be found as an addendum to these Rules or posted at mainelistings.com under Services and Governance. Violations of these *MREIS Rules and Regulations* are classified into one of three categories: (1) Minor; (2) Medium; and (3) Major. These *MREIS Rules and Regulations* generally designate specific violations according to one of these three categories. Violations of the *EULA* constitute a *Major Violation* of these *MREIS Rules and Regulations*. Violations that are not categorized will be reviewed and categorized by the *MREIS* CEO. The manner in which Minor, Medium and Major violations will be processed and the applicable fines, penalties and remedies are discussed in further detail within Sections 7 and 9 of these *MREIS Rules and Regulations*.

**Notice Regarding Vendors:** In the event *Participant* and/or its *Authorized Users* have retained the services of a third-party *Vendor*, such *Vendor's Access* to and use of the *MLS* must at all times comply with the terms and conditions of these *MREIS Rules and Regulations* and the terms and conditions of any *Vendor Agreement* between such *Vendor*, *Participant* and/or its *Authorized Users* and *MREIS*. *Participant* is responsible for ensuring such compliance. (See Section 11.3 below.)

## **SECTION 1. LISTING PROCEDURES**

### **Section 1.1 GENERAL LISTING PROCEDURES; ACCEPTABLE LISTINGS:**

1.1(a) *Submission Time Frame:* All *Property Listing Content* must be *Submitted* within five (5) *Business Days* after all necessary signatures of the seller(s) have been obtained. **Minor Violation.**

1.1(b) *Forms Of Listing & Exemptions:* The *MLS* shall accept: (i) *Exclusive Right To Sell Listings*; (ii) *Exclusive Agency Listings*; and (ii) any other forms of agreement which, in *MREIS'* sole discretion, enables the listing broker to offer cooperation and compensation to other *Participants*. (Note: *Exclusive Agency Listings* and *Exclusive Right to Sell Listings* that have named exempted prospective buyers must be clearly distinguished from *Exclusive Right To Sell Listings* that have no named exempted prospective buyers. This distinction must be listed in the "Internal Remarks" field of the *Electronic Data Entry Screen*. Failing to make note such distinction is a **Medium Violation**.

1.1(c) *Seller's Authorization and Compliance:* All listing agreements must include the seller's authorization to *Submit* the *Property Listing Content* to the *MLS* and must otherwise comply with the then-current rules and regulations of the Maine Real Estate Commission. In the event that a *Participant Submits Property Listing Content* for real estate located outside of the State of Maine the applicable listing agreement must include the seller's authorization to *Submit* the *Property Listing Content* to the *MLS* and must meet the rules and regulations of the applicable licensing board and/or commission. False *Submittal* is a **Major Violation**.

### **Section 1.2 REQUIRED, EXEMPTED AND PROHIBITED LISTINGS**

1.2(a) *Required Listings:* *Property Listing Content* for sale or exchange of property located within the State of Maine taken within the scope of the *Participant's* Maine real estate license must be *Submitted*.

1.2(b) *Exempted Listings*: If the seller refuses to permit an *Exclusive Right To Sell Listing* or an *Exclusive Agency Listing* to be disseminated by the *MLS*, the *Participant* may then take the *Listing* as an *Exempted Listing*, and, as such, *Participant* is not required to *Submit* such *Property Listing Content*. To take a *Listing* as an *Exempted Listing*, *Participant* must have a completed *Non-Submission Form* signed by the seller. Within one (1) *Business Day* of *MREIS'* request, *Participant* must provide *MREIS* with a copy of the completed and signed *Non-Submission Form* or other certification signed by the seller that he/she does not desire the listing to be disseminated by the service. **Minor Violation.**

1.2(c) *Prohibited Listings*: The *MLS* will not accept *Net Listings* or *Open Listings*. **Major Violation.**

1.2(d) *Listing Regulation*: *MREIS* does not regulate the type of listing its *Participants* may take. *Participants* are free to accept *Open Listings* and *Net Listings* (as allowed by applicable law), but such *Property Listing Content* for such *Listings* will not be accepted by the *MLS*.

1.2(e) *MREIS Reserves The Right To Refuse Property Listing Content*: *MREIS*, through its legal counsel: (i) reserves the right to refuse to accept any *Listing* and any *Property Listing Content*, which, in *MREIS'* sole discretion, fails to adequately protect the interest of the public and *Participants*; and (ii) reserves the right to take reasonable steps to assure that no *Listing* or *Property Listing Content* establishes, directly or indirectly, any contractual relationship between *MREIS* and the *Participant's* client (buyer or seller).

1.2(f) *MREIS Reserves Right To Require Verification*. *MREIS* reserves the right to require *Submission of Exclusive Right To Sell Listing* and *Exclusive Agency Listing* agreements to verify certain exclusions and dates. Within one (1) *Business Day* of *MREIS'* request, *Participant* must provide *MREIS* with a copy of the signed listing agreement. **Minor Violation.**

### **Section 1.3 REQUIRED LISTING INFORMATION:**

1.3(a) *Subject To MREIS Rules and Regulations*: All *Listings* are subject at all times to the *MREIS Rules and Regulations*.

1.3(b) *Required Information*: All *Listings* must contain all *Property Listing Content* that is noted as required by the *Electronic Data Entry Screen* and/or as otherwise required by *MREIS* within five (5) *Business Days* of the date all of the necessary signatures of the seller(s) have been obtained. **Medium Violation.**

1.3(b)(1) *Confidential Commercial Listing*: When the seller has signed a confidentiality agreement requiring that address and location fields for a commercial *Listing* not be disclosed these fields and the *Primary Photo* may be bypassed. However, *Participant* must *Submit* within five (5) *Business Days* of the date of the sale all required information for any confidential commercial real property *Listing* after such property is sold. **Minor Violation.** Within one (1) *Business Day* of *MREIS'* request, *Participant* must provide *MREIS* with a copy of the completed and signed confidentiality agreement. **Minor Violation.**

1.3(c) *Accurate and Complete*: All information and data related to the *Listing* must be accurate and complete in all respects. **Minor Violation.** *Submitting* false or inaccurate *Property Listing Content* is a **Major Violation** (whether intentionally or otherwise).

1.3(d) *Primary Photo Required*: A *Primary Photo* or other graphic representation that accurately depicts the listed property must be *Submitted* within five (5) *Business Days* of the date all of the necessary signatures of the seller(s) have been obtained, except where seller expressly directs that photographs of their property not appear in the *MLS* compilation. **Minor Violation.**

1.3(e) *Map Location Required*: A reasonably correct map location must be *Submitted* within five (5) *Business Days* of the date all of the necessary signatures of the seller(s) have been obtained. **Minor Violation.**

1.3(f) Agent/Agency promotion: No data entered or displayed within the MLS system may contain reference to the listing agency or listing agent(s) or any contact information for said agency or listing agent(s) excepting the appropriate data fields that contain such information. Fields that display such data include, but are not limited to, pictures, attachments, virtual tours, remarks, directions or any other fields contained within the MLS system.

**Medium Violation** (Note: Directions may state “Look for Sign”, but references to the listing agency, listing agent, seller or any third party -including, without limitation, by noting any company, colors, logos, franchises and/or hyperlinks to web sites, are not permissible.)

1.3(g) Attachment(s) Required: Seller Property Disclosure Forms must be attached to all Residential listings; and the Lead Paint Disclosure Form, when applicable, must be attached to all Residential Listings within ten (10) business days of the date all of the necessary signatures of the seller(s) have been obtained, except where sellers expressly direct that such disclosures not be disseminated through MLS. Participants may determine if these are available to the public or available only to other Users in the System. Participants retain ownership rights to the Attachments, and neither may be used with subsequent listings without permission of the Participant owning those documents. [Note: Requirement for Attachments effective for new listings on or after November 1, 2010]

**Section 1.4 NEW PARTICIPANTS:** Each new *Participant* must *Submit Property Listing Content* for all of its current *Required Listings* and any other listings that it elects to *Submit*, within thirty (30) calendar days of accessing and using the *MLS*. **Medium Violation.** Each new *Participant* is encouraged to *Submit* its sold *Listings* for the year prior to the date of becoming a *Participant*. *Primary Photos* for prior sold *Listings* are not required, but they are encouraged.

**Section 1.5 DUPLICATE ENTRY LISTINGS:** No property may be entered into the MLS Service under Current Status more than a single instance unless it falls within the established guidelines set forth below which shall include a compelling reason for said listings second entry. **In no event will properties be allowed more than two entries in the service under the Current status** and then only under circumstances deemed to be compelling. Consideration will be given to the highest and best use of the property when submitted. **All duplicate listings will be cross referenced in the Remarks and or the Internal Remarks section of the MLS Service with the second MLS#.** Failure to so note, **Minor Violation.** Provided, however, that once the *Duplicate Entry Listing* is sold, it must be withdrawn from all but the highest and best use category within five (5) *Business Days* of the date the sale (Medium violation see Section 2.7 below). Failure to list properly or notice properly, **Minor Violation**

**Possible Allowable Examples:** 1.) A single family property being offered with 5 acres of land or alternatively with 100 acres of land (i.e., must be substantial difference such as 100 acres of land); 2.) A single family property zoned commercial; 3.) New Construction listings with Model homes proposed may have single instance for each model offered by the builder, provided that there are sufficient number of lots to build all entries; 4.) A Single Family has a rental unit attached or as a separate building that can't be subdivided can be listed in Single Family with an In-Law unit and as a Multi-family property for rental; 5.) A Single Family has a second property, either a single family or multifamily unit, that may be split from the Single Family. This property could be entered as two single family listings or a single family and a multi-family; and 6.) Houseominiums: Single-family detached homes, that may have a garage with a common wall to another home's garage; but condo ownership and often common areas and fees. *This property MUST be entered as a Condominium and may also be entered as a Single Family PROVIDED that the Remarks field includes condo information/details. When the property sells, the Condominium listing must be reported as sold and the Single Family listing withdrawn.*

**The following are examples of NOT permitted duplicate listings:** 1.) A Condo unit cannot be entered as a single family and as a Condo. Conversely, Single Family cannot be entered as Condo; and 2.) Mobile Homes on their own land cannot be entered as Single Family. *Mobile Homes with leased land must be entered in the MREIS Personal Property Listings database.*

**Section 1.6 SUBMITTAL OF NON-MREIS COMPARABLE SALES:** *Participants* who represented either the buyer or seller of a listing may *Submit* non-MREIS comparable sales data, but such submissions are not required. If two *Participants* are involved in a sale, only the *Listing Participant* will be allowed to *Submit* the comparable sales data. Non-MREIS comparable sales data may be used in MREIS statistical reports, including,

without limitation, market share reports. All required fields for *Required Listings* are required for comparable sales submissions. The time frame for *Submitting* non-MREIS comparable sales data shall be the same time frame applicable to the submission of sales data (per Section 2.6 below).

### **Section 1.7 CHANGE OF STATUS OF LISTINGS:**

1.7(a) Substantive Changes Must Be Authorized By Seller: Any changes to any *Property Listing Content* (whether a price or other substantive change) shall be made only when authorized in writing by the seller and shall be *Submitted* within five (5) *Business Days* after the authorized change is received by the *Listing Participant*. Late status change, **Minor Violation**. *Submitting* a false change of status, **Major Violation**.

1.7(b) Current With Kickout Yes (To Be Shown): If a *Listing* (or any duplicate *Listing*) is placed under contract it may remain "Current" if (i) it has a valid *Kickout Clause*, and (ii) if a "Y" is placed in the "Kickout" field of the *Electronic Data Entry Screen*. *Listings* so marked must be available for showing by other *Participants* and their agents. Refusing to show one of *Participant's* own *Listings* with a status of "Current-Kickout Yes" without a contract or written directive from the seller requiring such refusal is a **Medium Violation**. *Listing Participants* shall not misrepresent the availability of access to show or inspect listed property. Refusing to show one of *Participant's* *Listings* because it is under contract when such *Listing* is listed as "Current-Kickout Yes" is a **Medium Violation**.

1.7(c) Pending (Not To Be Shown): If a *Listing* is not to be shown because it is under contract, the *Listing* status must be changed to Pending and an "N" must be placed in the "Continue To Show" field of the *Electronic Data Entry Screen*. Refusing to show one of *Participant's* *Listings* because it is under contract when such *Listing* is listed as "Current" five (5) *Business Days* after the Purchase and Sale Agreement was signed by the sellers is a **Medium Violation**.

1.7(d) Pending (To Be Shown): If (i) a *Listing* is placed under contract with a contingency, and (ii) there is no valid *Kickout Clause* and (iii) the property will continue to be shown, then the *Listing* status must be changed to "Pending", and a "Y" must be placed in the "Continue To Show" field of the *Electronic Data Entry Screen*. *Listings* so marked must be available for showing by other *Participants* and their agents. Refusing to show one of *Participant's* *Listings* because it is under contract when such *Listing* is listed as "Pending-Continue To Show" is a **Medium Violation**.

1.7(e) Status Changes: Other than sales, which are governed by Section 2.6 below, changes to a *Listing's* status (including, without limitation, changes to the fields, "Kickout" or "Continue To Be Shown") must be made within five (5) *Business Days* of an executed Purchase and Sale Agreement and/or the addition or removal of the above-described clauses. **Minor Violation**

1.7(f) "Grace Period" for Expired *Listings*: *Participants* have One-Hundred Eighty (180) calendar days after expiration of one of their *Listing* agreements to re-list the property without having to re-*Submit* new *Property Listing Content* (during which time the *Listing* status can be changed from "Expired" back to "Current"). After such 180-day period, the new *Property Listing Content* must be *Submitted* as part of a new *Listing*.

1.7(g) Resubmitting with new MLS number: Should a property be withdrawn for a period of at least ninety (90) calendar days, it may be resubmitted with a new MLS number, even if it has not yet Expired. If not Expired, the listing may retain its original expiration date. Any property that has not otherwise been Withdrawn within ninety (90) calendar days and has Expired according to the terms of the original listing agreement may retain its current MLS number or be assigned a new MLS number.

**Section 1.8 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION:** *Listings* may be withdrawn from the *MLS* by the *Listing Participant* before the expiration date of the listing agreement provided that (if requested by *MREIS*) a copy of the signed written agreement between the seller and the broker which authorizes the withdrawal of the *Listing* from the *MLS* is provided to *MREIS*. Sellers do not have the unilateral right to require that *MREIS* withdraw a *Listing* from the *MLS* without the *Listing Participant's* concurrence. However, when a seller(s) can

document that its exclusive relationship with the *Listing Participant* has been terminated, *MREIS* may remove the *Listing* from the *MLS* at the request of the seller. False status change, **Major Violation**.

Section 1.9 DELETED

**Section 1.10 LISTING PRICE SPECIFIED:** The full gross listing price stated in the listing agreement will be included in the *Property Listing Content* that will be published in the *MLS*.

Section 1.11 DELETED

**Section 1.12 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS:** *MREIS* shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by *Participants*. Further, *MREIS* shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating *Participants* or between *Participants* and non-*Participants*.

**Section 1.13 EXPIRATION AND RENEWAL OF LISTINGS:** Any *Listing Submitted* to the *MLS* automatically expires on the date specified in the listing agreement unless re-listed by the *Listing Participant* and the new expiration date is input into the *MLS* prior to expiration. Except as otherwise set forth in Section 1.7(f) above, the seller(s) must sign another listing agreement before the *Participant* can enter a new expiration date and the *Property Listing Content* for such re-listed *Listing* must be re-Submitted as *Property Listing Content* for a new *Listing*. The “days on market” calculation for a re-listed *Listing* shall start anew when a property has been off the market for more than One Hundred Eighty (180) calendar days.

**Section 1.14 TERMINATION DATE OF LISTINGS:** *Listings* shall bear definite and final expiration dates as negotiated between the *Listing Participant* and the seller.

**Section 1.15 LISTINGS OF SUSPENDED PARTICIPANTS:** When a *Participant* of the *MLS* is suspended from the *MLS* for failing to abide by a participation duty (i.e., violation of the Code of Ethics, the *MREIS Bylaws*, these *MREIS Rules and Regulations*, the *End User License Agreement*, or other participation obligation, except failure to pay appropriate dues), all *Listings* currently filed with the *MLS* by the suspended *Participants* shall, at the *Participant's* option, be retained by the *MLS* until sold, withdrawn, or expired, and shall not be renewed or extended by the *MLS* beyond the termination date of the listing agreement in effect when the suspension became effective. If a *Participant* has been suspended from the *MLS* for failure to pay appropriate dues, the *MLS* is not obligated to provide *Access* to the *MLS*, including continued inclusion of the suspended *Participants Listings* in the *MLS*. 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 its clients.

**Section 1.16 LISTINGS OF EXPELLED PARTICIPANTS:** When a *Participant* of the *MLS* is expelled from the *MLS* for failing to abide by a participation duty (i.e., violation of the Code of Ethics, the *MREIS Bylaws*, these *MREIS Rules and Regulations*, the *End User License Agreement*, or other participation obligation 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 by the *MLS* until sold, withdrawn, or expired, and shall not be renewed or extended by the *MLS* beyond the termination date of the listing agreement in effect when the expulsion became effective. If a *Participant* has been expelled from the *MLS* for failure to pay appropriate dues, fees or charges, the *MLS* is not obligated to provide the *MLS*, including continued inclusion of the expelled *Participant's Listings* in the *MLS*. 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 its clients.

Section 1.17 DELETED

## SECTION 2. SELLING PROCEDURES

**Section 2.1 SHOWINGS AND NEGOTIATIONS:** Appointments for showings and negotiations with the seller for the purchase of a *Submitted Listing* shall be conducted through the *Listing Participant*, unless the *Listing Participant* gives the cooperating *Participant* specific authority to show and/or negotiate directly.

Note: *Participants* cannot refuse to show one of its *Listings* with a status of “Current-Kickout” or “Pending-Continue to Show” on the basis that the *Listing* is under contract (see Section 1.7 above).

**Section 2.2 PRESENTATION OF OFFERS:** The *Listing Participant* must make arrangements to present the offer as soon as possible, or give the cooperating *Participant* a satisfactory reason for not doing so.

**Section 2.3 SUBMISSION OF WRITTEN OFFERS:** The *Listing Participant* 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 Participant*. Unless the subsequent offer is contingent upon termination of an existing contract, the *Listing Participant* shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

*Participants* representing buyers shall submit to the buyer all offers and counter-offers until acceptance, and shall recommend that buyers obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

**Section 2.4 RIGHT OF COOPERATING PARTICIPANT IN PRESENTATION OF OFFER:** The cooperating *Participant* (subagent or buyer agent) or its representative has the right to participate in the presentation to the seller of any offer it secures to purchase. It does not have the right to be present at any discussion or evaluation of that offer by the seller and the *Listing Participant*. However, if the seller gives written instructions to the *Listing Participant* that the cooperating *Participant* not be present when an offer the cooperating *Participant* secured is being presented, the cooperating *Participant* has the right to a copy of the seller’s written instructions. None of the foregoing diminishes the *Listing Participant’s* right to control the establishment of appointments for such presentations.

**Section 2.5 RIGHT OF LISTING PARTICIPANT IN PRESENTATION OF COUNTER-OFFERS:** The *Listing Participant* or its representative has the right to participate in the presentation of any counter-offer made by the seller. It does not have the right to be present at any discussion or evaluation of the counter-offer by the purchaser (except where the cooperating *Participant* is a subagent.) However, if the purchaser gives written instructions to the cooperating *Participant* that the *Listing Participant* not be present when a counter-offer is being presented, the *Listing Participant* has the right to a copy of the purchaser’s written instructions.

**Section 2.6 REPORTING SALES ACTIVITY TO THE MLS:** Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker within five (5) *Business Days* after they have occurred. If negotiations were carried on under Section 2.1 hereof, the cooperating broker shall report accepted offers to the listing broker within five (5) *Business Days* after occurrence and the listing broker shall report them to the MLS within five (5) *Business Days* after receiving notice from the cooperating broker. **Minor Violation.**

*Property Listing Content* regarding pending sales shall be *Submitted* within five (5) *Business Days* of the date that the applicable Purchase and Sale Agreement is executed. **Minor Violation.** *Property Listing Content* regarding sales shall be *Submitted* by the *Listing* broker within five (5) *Business Days* of the sale. **Minor Violation.** (Note: Entering “Y” in the Kickout field of the *Electronic Data Entry Screen* satisfies the pending status notification requirement even when the status remains current.) Failing to update *Property Listing Content* to reflect the sale (i.e. acreage, rooms, bedrooms, style of home on new construction, etc.) **Minor Violation.** Failing to *Submit* within five (5) *Business Days* of the date of the sale all required information for any confidential commercial real property *Listing* after such property is sold. **Minor Violation.** *Submitting* false information including falsely assigning selling credit to the listing agent and/or office **Major Violation.**

2.6(a) *Listing Participants*, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the *Listing Participant* shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

**Section 2.7 DUPLICATE SOLD LISTINGS:** Once a *Listing* is sold, it must be withdrawn from all but the highest and best use category, or the category representing the purchaser's intended use, within five (5) *Business Days* of the date of the sale. Duplicate sold *Listings* are not permitted. **Medium Violation.**

**Section 2.8 REPORTING RESOLUTIONS OF CONTINGENCIES:** The *Listing Participant* must *Submit* any information related to the resolution or change of any *Listing* contingency (i.e. that the *Listing* contingency has been fulfilled, modified, renewed or the agreement was canceled etc.) within five (5) *Business Days* of the *Listing Participant's* receipt of such information. **Medium Violation.**

**Section 2.9 ADVERTISING OF LISTING(S) FILED WITH THE MLS:** Except as otherwise set forth in these *MREIS Rules and Regulations*, *Listings* shall be not be advertised by any *Participant*, other than the *Listing Participant*, without the prior consent of the *Listing Participant*. **Major Violation.**

**Section 2.10 REPORTING CANCELLATION OF PENDING SALE:** The *Listing Participant* shall *Submit* to the *MLS* or (using the *Electronic Data Entry Screen*) enter the cancellation of any pending sale within the time frame outlined in Section 1.7(e), at which time the *Listing* shall be reinstated immediately. **Minor Violation.**

### SECTION 3. DELETED

### SECTION 4. PROHIBITIONS

**Section 4.1 INFORMATION FOR PARTICIPANTS ONLY:** *Property Listing Content* for *Listings* shall not be available to any party that is not a *Participant* of the *MLS* without the prior consent of the *Listing Participant*. **Major Violation.**

**Section 4.2 "FOR SALE" SIGNS:** Only the "For Sale" signs of the *Listing Participant* may be placed on the property.

**Section 4.3 "SOLD" SIGNS:** Only *Participants* who participated in the transaction as the *Listing Participant* or cooperating/selling *Participant* may claim to have "sold" the property. Prior to a closing, a cooperating *Participant* may post a sold sign; with the consent of the *Listing Participant*.

**Section 4.4 SOLICITATION OF LISTINGS FILED WITH THE MLS:** *Participants* shall not solicit another *Participant's Listing*, unless such solicitation is consistent with Article 16 of the REALTOR'S® Code of Ethics, its Standards of Practice and its case interpretations.

### SECTION 5. DIVISION OF COMMISSIONS

#### SECTION 5.1 COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING:

5.1(a) *Compensation Specified On Each Listing:* Each *Listing* must specify the compensation offered to other *Participants* for their services related to the sale of such *Listing*. Such offers are unconditional except that entitlement to compensation is determined by the cooperating *Participant's* performance as the procuring cause of sale. The *Listing Participant's* obligation to compensate any cooperating *Participant* as the procuring cause of sale may be excused if it is determined through arbitration that, through no fault of the *Listing Participant* and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the *Listing Participant* to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through *MREIS* would be a question to be determined by an arbitration

hearing panel based on all relevant facts and circumstances including, but not limited to: (i) why it was impossible or financially unfeasible for the *Listing Participant* to collect some or all of the commission established in the listing agreement; (ii) at what point in the transaction did the *Listing Participant* know (or should have known) that some or all of the commission established in the *Listing* agreement might not be paid; and (iii) how promptly had the *Listing Participant* communicated to cooperating *Participants* that the commission established in the listing agreement might not be paid.

5.1(b) Blanket Unilateral Offer Of Cooperation/Form Of Compensation/Compensation Differentials: When *Participants Submit* a *Listing* they are making blanket unilateral offers of cooperation to the other *Participants*, and, therefore, *Participants* must specify on each *Listing* the compensation being offered to the other *Participants*. Specifying the compensation shall be prior to the endeavor to sell. The compensation specified on *Listings* shall appear in one of two forms: (a) by showing a percentage of the gross selling price; or (b) by showing a definite dollar amount. The essential and appropriate requirement is that the information *Submitted* shall clearly inform the *Participants* as to the compensation they will receive in cooperative transactions unless advised otherwise by the *Listing Participant* in advance of submitting an offer to purchase. The *Listing Participant* retains the right to determine the amount of compensation offered to other *Participants* (acting as subagents, buyer agents, or in other agency or non agency capacities defined by law) which may be the same or different. This shall not preclude the *Listing Participant* from offering a *Participant* compensation other than the compensation indicated on any *Listing* provided that the *Listing Participant* informs the other broker in writing in advance of submitting an offer to purchase, and provided the modification in the specified compensation is not the result of any agreement among all or any other *Participants* in the *MLS*. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. *MREIS* does not require that the *Listing Participant* disclose the amount of total negotiated commission in his *Listing* contract, and the *MLS* shall not publish the total negotiated commission on a *Listing*. The *MLS* shall not disclose in any way the total commission negotiated between the seller and the *Listing Participant*.

5.1(c): Short Sales: Notwithstanding Sections 5.1(a) and 5.1(b) participants may, but are not required to, disclose potential short sales in the Internal Remarks Section. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. (*Definition of Short Sale: 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.*)

5.1(d) New Construction Net Listings: Notwithstanding Sections 5.1(a) and 5.1(b) participants may, at their discretion, offer New Construction listings (not yet completed) with the compensation, expressed as a percentage or dollar amount based on the Net Sales Price (Listing Price less any upgrades, not yet installed on the property, or seller concessions that were not part of the offering on the property as indicated in the *MLS Service*). Participants must indicate such offerings in the Internal Remarks Section.

5.1(e) Changes In Compensation: The *Listing Participant* may, from time to time, adjust the compensation offered to other *Participants* for their services with respect to any *Listing* by *submitting* such **change in advance of the endeavor to sell**.

5.1(f) *MREIS* Does Not Regulate Commissions: *MREIS* does not regulate the division of commissions between *Participants* and non-*Participants* as such matters are the sole responsibility of the *Listing Participant*.

5.1(g) Nothing in these *MLS* rules precludes a listing *Participant* and a cooperating *Participant*, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

**Section 5.2 PARTICIPANT AS PRINCIPAL:** If a *Participant* or any *Licensee* affiliated with a *Participant* has an ownership interest in any property, the *Listing* of which is to be disseminated through the *MLS*, that person



shall disclose that ownership interest when the *Listing* is *Submitted* with the *MLS*, such notation to be made in the "Internal Remarks" field of the *Electronic Data Entry Screen*.

**Section 5.3 PARTICIPANT AS PURCHASER:** If a *Participant* or any *Licensee* 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 Participant* not later than the time an offer to purchase is *submitted* to the *Listing Participant*.

**Section 5.4 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS:** The existence of a dual or variable rate commission arrangement (i.e., one in which the seller agrees to pay a specified commission if the property is sold by the *Listing Participant* without assistance and a different commission if the sale results through the efforts of a cooperating *Participant*; or one in which the seller agrees to pay a specified commission if the property is sold by the *Listing Participant* either with or without the assistance of a cooperating *Participant* and a different commission if the sale results through the efforts of a seller) shall be disclosed by the *Listing Participant* by placing a "Y" in the Variable Commission field of the *Electronic Data Entry Screen*. The *Listing Participant* shall, in response to inquiries from potential cooperating *Participants*, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale that results through the efforts of the seller. If the cooperating *Participant* is a buyer representative, the buyer representative must disclose such information to their client before the client makes an offer to purchase.

## SECTION 6. SERVICE CHARGES

**Section 6.1 MREIS Fees and Charges:** *Participants* must pay *MREIS* certain service fees and other charges, all as is set forth in more detail in the *End User License Agreement* and/or the *MREIS Fees and Costs Schedule*, attached hereto as Addendum VIII.

**Section 6.2 PAYMENT:** All *MREIS Participants* will be billed on a monthly basis. Monthly invoices will be posted to *Participant's Ecommerce* accounts at [www.maine listings.com](http://www.maine listings.com) electronically by the 15th day of each month. Notices of the invoice posting will be posted by the 15th day of each month at [www.maine listings.com](http://www.maine listings.com) and via the *MLS Software System*. *Participants* must pay all invoices by credit or debit card and/or by TeleCheck. Further details regarding *MREIS* payment policies can be viewed at the *MREIS Web Site* under *Ecommerce FAQs*.

**Section 6.3 AUTOMATIC PROCESSING FEE:** In the event that a *Participant* fails to pay *MREIS* any amounts when and as due, *MREIS* may, but is not required, to notify *Participant* with a payment default letter. Each such payment default letters shall result in an automatic administrative processing fee, such amount being set forth on the *MREIS Fees and Costs Schedule* and added to the amount then due.

**Section 6.4 PARTICIPANT'S LEAVE OF ABSENCE:** A leave of absence may be granted administratively to any *Participant* who is in good standing requesting same in writing. The leave of absence must be for a minimum of one (1) month but no more than four (4) months. The fee for the leave of absence is set forth on the *MREIS Fees and Charges Schedule*. During the term of the leave of absence, all of *Participant's* and its *Authorized Users'* benefits of participation (including, without limitation, *Access* to the *MLS*) shall be suspended. Participation benefits and payment for same shall commence upon the termination of the leave of absence.

**Section 6.5 REINSTATEMENT FEE:** Other than a leave of absence as described in Section 6.4 above, in the event *Participant's Access* to the *MLS* is suspended or terminated, before the *Participant's Access* will be restored, *Participant* must pay *MREIS*, in addition to any other amounts owed, *MREIS'* then-current *Reinstatement Fee* as set forth on the *MREIS Fees and Costs Schedule* and costs of enforcement and/or collection (including, without limitation, reasonable attorneys' fees, whether or not a court action is commenced).

## SECTION 7. COMPLIANCE WITH RULES:

**Section 7.1 FINES & PENALTIES FOR VIOLATIONS.** In addition to any other rights and remedies that *MREIS* may have pursuant to the *MREIS Bylaws*, these *MREIS Rules and Regulations*, the *End User License*

Agreement or any other agreement between *Participant* and *MREIS*, the following shall apply to violations of these *MREIS Rules and Regulations*:

CLASS	FINES/PENALTIES/OFFICE/VIOLATION	PROCESSED
Minor	Each violation not corrected within five (5) <i>Business Days</i> of notification is then penalized by an automatic fine of \$25 and the violation will be elevated to a Medium violation.	Administratively by <i>MREIS' CEO</i>
Minor - Automatic	Automatic fine of \$25 with violations that can't be corrected, such as failure to report Sold date in required time.	Administratively by <i>MREIS' CEO</i>
Medium	Each violation not corrected within five (5) <i>Business Days</i> of notification is then penalized by an automatic fine of \$100 and the violation will be elevated to a Major violation.	Administratively by <i>MREIS' CEO</i>
Major	Each violation is penalized with a fine of \$101 up to \$15,000 and/or dismissal, suspension, expulsion from the <i>MLS</i> , and/or other remedies.	Administratively by <i>MREIS' CEO</i> or Policy Review Committee (see below)

In the event of a Major violation (or in the event a Minor or Medium violation is elevated to a Major violation), the *MREIS CEO* shall have the option, in his/her discretion, to offer the violating *Participant* the right to pay a fine not to exceed \$15,000 within five (5) *Business Days*, upon the receipt of which *MREIS* shall dismiss the violation. If *MREIS* presents the violating *Participant* with such an offer, the *Participant* must, within five (5) *Business Days*, either: (a) pay the fine as requested or (b) provide written notice to the *MREIS CEO* that *Participant* would like to participate in a hearing before the Policy Review Committee.) If such *Participant* fails to pay such fine or provide such notice, *MREIS* will have the right to immediately suspend such *Participant's* (and its *Authorized Users'*) *Access* to the *MLS* until such time as the Policy Review Committee has determined the appropriate penalty.

**Section 7.2 DISMISSAL:** Any allegations that *Participant* has violated the *MREIS Rules and Regulations* may be administratively dismissed by the *MREIS CEO* only in those instances when a *Participant* provides *MREIS* with executed documents including signed listing agreements, signed closing statements, signed releases, signed change orders, signed Purchase & Sale Agreements, etc. that, in the *MREIS CEO's* sole discretion, support dismissal.

**Section 7.3 CATEGORIZING VIOLATIONS:** All violations not specifically categorized in the *MREIS Bylaws*, these *MREIS Rules and Regulations*, the *End User License Agreement* or any other agreement between *MREIS* and *Participant* will be administratively categorized (as the *MREIS CEO*, in his/her sole discretion, deems appropriate) as Minor, Minor-Automatic, Medium or Major as described above. *MREIS* may consider the practice of a *Participant* as a whole where one or more of *Participant's* offices or *Authorized Users* has participated in one or more violations.

**Section 7.4 NOTIFICATION REGARDING VIOLATIONS:** Notification of a violation and/or fine may be sent to *Participants* by mail, facsimile and/or email. Notification will be made to the *Participant* and, as applicable, its *Authorized Users*. If there is a response from *Participant's Authorized User(s)*, *MREIS* has the right to assume that the response is with *Participant's* knowledge, consent and authorization. The identity of the complainants shall remain anonymous with data integrity violations.

**Section 7.5 APPLICABILITY OF RULES TO USERS:** All non-*Participant* third parties (including *Participant's Authorized Users*) will be required to accept the terms and conditions of the *End User License Agreement (EULA)* prior to accessing and using the *MLS*. *Participants* are responsible and accountable for their *Authorized Users' access* to and use of the *MLS*. In the event that an *End User* fails to abide by the *EULA* or these *MREIS Rules and Regulations* the affiliated *Participant* shall be subject to sanctions and fines for such violations.

*MREIS*' right to impose sanctions and fines on the affiliated *Participant* does not in any way replace or limit *MREIS*' ability to pursue legal and equitable remedies directly from or against any *End User* violating the *EULA* or these *MREIS Rules and Regulations*.

## **SECTION 8. MEETINGS**

**Section 8.1 MEETINGS:** Meetings of *Participants* and/or the *MREIS* Board of Directors shall be held in accordance with the provisions of Article VII, of the *MREIS Bylaws*.

## **SECTION 9. ENFORCEMENT OF RULES OR DISPUTES**

**Section 9.1 CONSIDERATION OF ALLEGED VIOLATIONS:** As provided for in Section 9.2, the *MREIS* Executive Committee and/or Board of Directors shall give consideration to all written complaints from *Participants* having to do with a violation of these *MREIS Rules & Regulations*. The CEO of *MREIS* shall administer sanctions and levy fines in accordance with these *MREIS Rules and Regulations* and report such action to the *MREIS* Board of Directors.

**Section 9.2 VIOLATIONS OF MREIS RULES AND REGULATIONS:** Violations of the *EULA* shall constitute a Major violation of these *MREIS Rules and Regulations*. Except as otherwise stated herein, if an alleged violation of these *MREIS Rules and Regulations* does not involve an alleged violation of one or more of the provisions of Section 16 of these *MREIS Rules and Regulations* or a request for arbitration, the violation may be administratively considered, determined and processed by the CEO or the Policy Review Committee (as determined by the CEO). All Policy Review Committee proceedings shall be conducted as set forth in Addendum VII of these *MREIS Rules and Regulations*. *Participant* may request a hearing before the Executive Committee to review any decisions made by the CEO or the Policy Review Committee, as described on Addendum VII of these *MREIS Rules and Regulations*. Thereafter, as is further described on Addendum VII, *Participant* may appeal the decision of the Executive Committee to the *MREIS* Board of Directors; provided, however, that such appeal may only be filed (and will only be heard) if it is based on the failure of the Executive Committee to follow the above-described procedures or is otherwise based on an alleged denial of due process. Alleged violations of Sections 2.1-2.5, 4, 5 and 16 of these *MREIS Rules and Regulations* shall be referred to *MAR*'s Board of Director's Grievance Committee for processing in accordance with *MAR*'s professional standards procedures. Alleged violations involving unethical conduct shall be referred to *MAR*'s Professional Standards Committee for processing in accordance with *MAR*'s professional standards procedures. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to *MAR*'s Board of Directors.

**Section 9.3 COMPLAINTS OF UNETHICAL CONDUCT:** As noted in Section 9.2, all complaints of unethical conduct shall be referred by the *MREIS* Board of Directors to *MAR* (or, if applicable the respective Local Board of REALTORS®) for appropriate action in accordance with the professional standards procedures of *MAR* (or, if applicable the respective Local Board of REALTORS®).

**Section 9.4 NON-MEMBER PARTICIPANTS:** *Participants* who are not REALTOR® Members must abide by the arbitration, mediation and Professional Standards Rules of the NATIONAL ASSOCIATION OF REALTORS®.

**SECTION 10. OWNERSHIP AND CONFIDENTIALITY OF THE MLS:** By the act of submitting any property listing content to the MLS the *Participant* represents that he/she has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report or 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.

**Section 10.1 OWNERSHIP:** As is further described in the *EULA*, the *MLS* and all intellectual property and other rights therein are owned exclusively by *MREIS* and/or its licensors, and nothing in these *MREIS Rules and Regulations* shall be construed to provide any *Participant* or other *End User* with any ownership or other rights to

the *MLS* other than the limited license rights set forth in the *EULA*. By *Submitting a Listing*, *End User* is granting to *MREIS* a perpetual, irrevocable, royalty-free, non-exclusive and fully sublicenseable and transferable right and license to copy, use and modify any and all *Property Listing Content* related to any *Listing* as *MREIS*' deems necessary to include such *Property Listing Content* in the *MLS* and the *MLS Compilation*. *Participant* further acknowledges and agrees that the *MLS Compilation* is protected under the U.S. Copyright Act (17 U.S.C. §101 *et seq.*) and, as such, the unauthorized copying, distribution, modification and or other use of the *MLS Compilation* (or any portion thereof) shall constitute a Major violation of these *MREIS Rules and Regulations* and an infringement of *MREIS*' copyright rights, which will make *Participant* liable for damages and costs under the U.S. Copyright Act, such damages and costs being in addition to the other legal and equitable rights and remedies that *MREIS* has pursuant to the *EULA*, these *MREIS Rules and Regulations* or otherwise. *End Users* shall obtain all necessary releases for all *Property Listing Content Submitted* to the *MLS*.

**Section 10.2 CONFIDENTIALITY:** Any information provided to or accessible by *Participants* via the *MLS* shall be considered confidential information of *MREIS* and shall be exclusively for use by *Participants* as provided for in these *MREIS Rules and Regulations* and the *EULA*. Other than as specifically permitted in these *MREIS Rules and Regulations* or the *EULA* any use or disclosure of the *MLS* is prohibited. Without limiting the generality of the foregoing, *Participants* may not provide *Access* to any confidential data fields generated from the *MLS* to any client/customer/member of the public (either as a printout or as part of any type of public display or electronic display including email). Confidential fields (as described in further detail below) are for use exclusively by *Participants* to use as part of the *MLS*. **Major Violation**

Using or displaying expired *Listing* or withdrawn *Listings* other than as permitted in these *MREIS Rules and Regulations*. **Major Violation.**

Disclosing or using the *MLS* for purposes other than permitted in these *MREIS Rules and Regulations*. **Major Violation**

Allowing unauthorized individuals to *Access* or use the *MLS*. **Major Violation**

Unauthorized use of the *MLS* by an *Authorized User*. **Major Violation**

(Note: These limitations regarding the use and disclosure of information in the confidential fields do not apply to a *Participant's* use of such information related to its own *Listings*.)

<b>MREIS Confidential Fields (Not Searchable Or Viewable By The Public)</b>		
<b>Always</b>	<b>VOW Includes Auto Response</b>	<b>Maine IDX Includes Auto Response</b>
		Non-Maine IDX Listings
Internal Remarks	Internal Remarks	Internal Remarks
Compensation	Compensation	Compensation
Variable Commission	Variable Commission	Variable Commission
Showing Instructions	Showing Instructions	Showing Instructions
Showing Remarks	<i>Showing Remarks</i>	Showing Remarks
<i>Exclusive Agency / Exclusive Right To Sell</i>	<i>Exclusive Agency / Exclusive Right To Sell</i>	<i>Exclusive Agency / Exclusive Right To Sell</i>
Owner Name	Owner Name	Owner Name
		Map & Lot
	Street Address (if seller directed) **	Street Address (if seller directed) *

		Book/Page
		Neighborhood/Association
		<i>Listing Date</i>
Expiration Date	Expiration Date	Expiration Date
		Unit Number (Condos)
		Building Number (Condos)
		Days On Market
		Directions
No Off-Market Status <i>Listings</i> : Pending, Expired, Withdrawn	No Off-Market Status <i>Listings</i> : Pending, Expired, Withdrawn	No Off-Market Status <i>Listings</i> : Pending, Expired, Withdrawn & Sold
*The prohibition of Street Addresses includes not searching on or displaying a property's location by map or directions below the community level.; ** Only if directed by seller through use of specific VOW addendum; includes not searching on or displaying a property's location by map or directions below the community level		

**Section 10.3 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:** Comparable and statistical information is provided for the exclusive use of *Participants* and *Participant's Authorized Users* who are engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these *MREIS Rules and Regulations*. *MAR* shall have *Access* to receive, use and transmit comparable and statistical information to the media, regulatory and state agencies and other groups deemed necessary by *MAR's* Board of Directors.

**SECTION 11. PERMITTED USE AND UNAUTHORIZED USE OF THE MLS**

**Section 11.1 LICENSE GRANT & PERMITTED USES.** As is set forth in the *EULA*, *MREIS* has granted *Participant* and other *End Users* a non-exclusive, non-transferable license to *Access* and use the *MLS*, such license rights being subject to, at all times, the terms, conditions and restrictions of the *EULA* and these *MREIS Rules and Regulations*. *Participant* shall not reproduce the *MLS Compilation* or any portion thereof except in the following limited circumstances (such use being at all times subject to the terms and conditions of these *MREIS Rules and Regulations* and the *EULA*):

11.1(a) License: Each *Participant* shall be entitled to license from the *MLS* copies of each *MLS Compilation* that may be published sufficient to provide the *Participant* and each *End User* (including licensed or certified appraiser *End Users* per Addendum I of these *MREIS Rules and Regulations*) with one copy of such *MLS Compilation*. For each such copy, the *Participant* shall pay the fees set by *MREIS* or a *Service Center*. (Note: The *Participant* is not required to license a copy of the *MLS Compilation* for any *Licensees* affiliated with the *Participant*). *Participant's* right to use the *MLS Compilations* is at all times subject to these *MREIS Rules and Regulations* and the *EULA*.

11.1(b) Display: *Participants*, and its *Authorized Users* shall be permitted to display the *MLS* and *MLS Compilation* of current and pending (To Be Shown) property *Listings* to consumers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the *Listings* described in the *MLS* and *MLS Compilation*. Such displays are at all times subject to the *MREIS Bylaws*, *MREIS Rules and Regulations*, and the *EULA*. Sold, pending (not marked To Be Shown), expired or withdrawn *Listings* may not be displayed to consumers other than for the purposes of creating comparative marketing analysis reports and similar opinions of value. Any display of a *Listing* to consumers (whether in print, electronic or other media) that contains more than 100 characters of text and/or that displays a photo of the *Listing* that is greater than 1 x 1 inch or 150 x150 pixels (if electronic) in height, must include the name of the *Listing Participant* (in text size no smaller than the median size of the display text). **Medium Violation.**

11.1(c) Export: *Participants* and their *Authorized Users* may export data from the *MLS* to other types of

software provided that the subsequent use of the *MLS* data complies with these *MREIS Rules and Regulations* and the *EULA*.

11.1(d) **Reproduction Permitted:** *Participants* or their *Authorized Users* may reproduce portions of the *MLS Compilation*, and distribute to prospective consumers, a reasonable number of single copies of *Property Listing Content* contained in the *MLS Compilation* which relate to any properties in which the prospective consumers are or may, in the judgment of the *Participant* or their *Authorized Users*, be interested. (Note: It is intended that the *Participant* be permitted to provide prospective consumers with *Property Listing Content*) relating to properties which the prospective consumers 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 Content* intended to facilitate the prospective consumer’s decision-making process in consideration of a purchase or sale. 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 consumer’s expressed needs, whether the reproductions were made on a selective basis, and whether the types of properties contained in the *Property Listing Content* is consistent with a normal itinerary of properties which would be shown to the prospective consumer.)

11.1(e) **Reproduction Prohibition:** 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 consumer has expressed interest, or in which the *Participant* or their *Authorized Users* are seeking to promote interest, does not appear on such reproduction.

11.1(f) ***Participant’s Listings Exempt:*** Nothing contained herein shall be construed to preclude any *Participant* from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of *Property Listing Content* pertaining exclusively to properties currently listed for sale with the *Participant*.

11.1(g) **Supporting Estimate Of Value:** None of the foregoing shall be construed to prevent any individual legitimately in possession of the *MLS Compilation* or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that the *MLS* has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these *MREIS Rules and Regulations*.

**Section 11.2 UNAUTHORIZED USE:** *Participant* and its *Authorized Users* may not, at any time, exceed the license rights granted pursuant to the *EULA*.

**Section 11.3 THIRD PARTY USE:** In the event *Participant* wishes to provide a third party (for example, an agent, web site developer, technology consultant (including, without limitation, any friends and family members providing technology related services) with *Access* to the *MLS*, *Participant* must make a formal written request (via email to processing@MREIS.com) for such *Access* to *MREIS* directly and, if approved by *MREIS*, enter into a separate written or electronic agreement with *MREIS*. *MREIS* reserves the right to refuse *Access* to any third party that it deems, in its sole discretion, to present a risk to the integrity and/or security of the *MLS*. Allowing third party *Access* to the *MLS* without *MREIS* approval is a **Major Violation**.

**Section 11.4 RESPONSIBILITY FOR AUTHORIZED USER COMPLIANCE:** *Participant* is responsible for ensuring that it and its *Authorized Users* comply with these confidentiality and unauthorized use provisions and that they do not provide unauthorized *Access* to or use of the *MLS* to any third party. (See Addendum III of these *MREIS Rule and Regulations* for examples of common unauthorized uses.) *Participant* has five (5) *Business Days* to notify *MREIS* via email when any *Authorized User’s* rights to *Access* the *MLS* have been terminated and/or a *Site* has been closed. **Major Violation**.

**Section 11.5 MREIS NOT RESPONSIBLE FOR ACCURACY OF MLS INFORMATION.** The *Property Listing Content* published and disseminated by the *MLS* is transmitted as *Submitted* without any changes by *MREIS*. The

*MLS* does not review or verify the *Property Listing Content Submitted* to the *MLS* and disclaims any responsibility for its accuracy. Each *Participant* agrees to indemnify and hold *MREIS* harmless from and against any and all liability arising from any *Property Listing Content Submitted* by *Participant* and/or its *Authorized Users*.

**SECTION 12. DISPLAYS OF THE *MLS*:** Unless otherwise set forth in the *MREIS Rules and Regulations*, any violation of the terms and conditions set forth in Section 12 shall be deemed a **Major Violation**.

**Section 12.1 DISPLAY:** *Participants*, and those persons affiliated as *Licensees* with such *Participants* shall be permitted to display the *MLS Compilation* only as set forth in the *MREIS Rules and Regulations*.

**Section 12.2 INTERNET DISPLAYS:** The *MLS Compilation* may be displayed electronically via the Internet only in accordance to the *MREIS Rules and Regulations* and the *End User License Agreement*. The data fields that may be reachable, searchable and available to the public via the Internet (or otherwise) will be established in accordance with policies adopted by the *MREIS* Board of Directors from time to time. All Listings will be included in any Internet display of the *MLS*, unless the “Realtor.com” input field of the *Electronic Data Entry Screen* is marked “no” when the *Property Listing Content* is Submitted for Realtor.com, the IDX Listing field is set to No or the Confidential field is set to Yes on Commercial listings. [Note: Non-Member *Listings* will not appear on Realtor.com.]

### **SECTION 12.3. SPECIFIC INTERNET USES OF THE *MLS***

12.3 (a) *MAINE INTERNET DATA EXCHANGE (Maine IDX)*. Section 18 of these *MREIS Rules and Regulations* set forth the terms and conditions related to *Participant’s* participation in the *Maine IDX*.

12.3 (b) *VIRTUAL OFFICE WEB SITES (VOWS)*. Section 19 of these *MREIS Rules and Regulations* sets forth the terms and conditions related to a *Participant’s VOW*.

### **SECTION 13. USE OF AGGREGATE *MLS* INFORMATION**

**Section 13.1.** As detailed and limited herein, PARTICIPANTS (companies) may use other Participants Listing information from the *MLS* and any *MLS* compilation, statistical report or comparable report as the basis for aggregating data related to market share or comparisons. **Permitted and prohibited uses of market share information are detailed below.** **Public Advertising** as used herein shall include such things as online and print ads, social media, signs, flyers, mass mailings, bulletin board postings, etc.

No such Public Advertising or distribution to customers or clients may disclose any information about **any specific Listings or sales** EXCEPT when used by the Listing or Selling Participant of that specific property.

End Users (companies and agents) with active Maine real estate licenses may compile and transmit print and electronic media **statistical information for marketing purposes limited to** statistics for bedrooms, bathrooms, neighborhood, town, school district, water body name, water body type, date range, median sales price and median days on market. The statistical information is limited to active, pending, or sold statuses. The information shall not contain any specific listing data or any other location data about any specific Listings that are listed with other Participants or that were sold by other Participants (as either cooperating or Listing Participant) and provided an authorized disclaimer appears.

### **AUTHORIZED DISCLAIMERS:**

**When using filtered data:** "Based on information from the Maine Real Estate Information System, Inc. (MREIS), for the period (date) through (date). Data was filtered to include only (town/county names, property type(s), any other limiting search criteria). Provided by an individual user of MREIS. MREIS has not reviewed the contents and does not make any representations, warranties, or guarantees regarding the accuracy, timeliness, or completeness of any statistical data. This data was compiled and released by (name of Participant company and, if applicable, agent releasing data.)

**When using data only filtered by date:** “Based on information from the Maine Real Estate Information System, Inc. for the period (date) through (date).”

#### **ADDITIONAL REQUIREMENTS:**

1. Disclaimer must be on every page.
2. MREIS MLS Data shall not be co-mingled with non-MLS data in use of publicly released market share statistics. Non-MLS data includes but is not limited to listings in a separate personal property database that is not considered to be MLS since no license is required.

#### **PERMITTED USES:**

1. **In a Seller or Buyer presentation**, the Participant may use A) company market share information expressed by units, dollar volume or percentage of market share compared to other Participants (company) and/or B) units or percentage of market share of Authorized Users (agents). Printouts from MREIS may be distributed in a Seller or Buyer presentation.

2. **In any Public Advertising**, the Participant may include their own company market share information expressed in units, dollar volume and rankings compared to other Participants (company) information.

**Note:** MREIS rules apply only to MREIS data and reports. Data compiled from other sources such as internal Participant data or ranks within a franchise system are not governed by MREIS rules.

**Section 13.2 VIOLATIONS:** Failure to include an authorized disclaimer and/or to follow the additional requirements is a **Major Violation**. A prohibit use of Aggregate and Statistical Data is a **Major Violation**.

#### **SECTION 14. CHANGES IN RULES AND REGULATIONS**

**Section 14.1 CHANGES IN RULES AND REGULATIONS:** Amendments to these *MREIS Rules and Regulations* shall be made by the *MREIS* Board of Directors in accordance with the *MREIS Bylaws*. *MREIS* will notify *Participants* of any amendments to these *MREIS Rules and Regulations* by posting a notice on the *MREIS Web Site* or via email, and upon posting such notice, the amendments shall be binding on all *End Users*.

#### **SECTION 15. ARBITRATION OF DISPUTES**

**Section 15.1 ARBITRATION OF DISPUTES:** *Participant* agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with *Participants* in different firms arising out of their relationships as *Participants* subject to the following qualifications.

15.1(a) If all disputants are members of the same Board/Association of REALTORS®, or have their principal place of business within the same Board’s/Association’s territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Board/Association of REALTORS®.

15.1(b) If the disputants are members of different Boards of REALTORS®, or if their principal place of business is located within the territorial jurisdiction of different Boards of REALTORS®, they remain obligated to arbitrate in accordance with NATIONAL ASSOCIATION OF REALTORS® procedures.

**Section 15.2. INTERBOARD ARBITRATION PROCEDURES:** Arbitration shall be conducted in accordance with any existing Interboard agreement or, alternatively, in accordance with the Interboard Arbitration Procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude *Participants* from agreeing to arbitrate the dispute before a particular Board/Association of



REALTORS®.

## SECTION 16. STANDARDS OF CONDUCT FOR *MLS PARTICIPANTS*

### Section 16.1. STANDARDS OF CONDUCT FOR *MLS PARTICIPANTS*:

16.1(a) *Participants* shall not engage in any practice or take any action inconsistent with exclusive representation or other exclusive brokerage relationship agreements that other *Participants* have with clients.

16.1(b) Signs giving notice of property for sale or exchange shall not be placed on property without consent of the seller.

16.1(c) *Participants* acting as subagents or as buyer representatives or brokers, shall not attempt to extend a *Listing Participant's* offer of cooperation and/or compensation to other *Participants* without the consent of the *Listing Participant*.

16.1(d) *Participant* shall not solicit a listing which is currently listed exclusively with another *Participant*. However, if the *Listing Participant*, when asked by the *Participants*, refuses to disclose the expiration date and nature of such listing; i.e., an *Exclusive Right To Sell*, an *Exclusive Agency*, or other form of contractual agreement between the *Listing Participant* and the client, the *Participants* may contact the owner to secure such information and may discuss the terms upon which the *Participants* might take a future listing or, alternatively, may take a *Listing* to become effective upon expiration of any existing exclusive listing.

16.1(e) *Participant* shall not solicit buyer agreements from buyers who are subject to exclusive buyer agreements. However, if asked by a *Participant*, the broker refuses to disclose the expiration date of the exclusive buyer agreement, the *Participant* may contact the buyer to secure such information and may discuss the terms upon which the *Participant* might enter into a future buyer agreement or, alternatively, may enter into a buyer agreement to become effective upon the expiration of any existing exclusive buyer agreement.

16.1(f) *Participant* shall not use information obtained from *Listing Participants* through offers to cooperate made through multiple *Listing* services or through other offers of cooperation to refer *Listing Participant's* clients to other brokers or to create buyer relationships with *Listing Participant's* clients, unless such use is authorized by *Listing Participants*.

16.1(g) The fact that an agency agreement has been entered into with a *Participant* shall not preclude or inhibit any other *Participants* from entering into a similar agreement after the expiration of the prior agreement.

16.1(h) The fact that a prospect has retained a *Participant* as an exclusive representative or exclusive broker in one or more past transactions does not preclude other *Participants* from seeking such prospect's future business.

16.1(i) *Participants* are free to enter into contractual relationships or to negotiate with sellers, buyers or others who are not represented by an exclusive agent but shall not knowingly obligate them to pay more than one commission except with their informed consent.

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

16.1(k) In cooperative transactions, *Participants* shall compensate cooperating *Participants* (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales *Licenses* employed

by or affiliated with other *Participants* without the prior express knowledge and consent of the cooperating *Participant*.

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

The following types of solicitations are prohibited:

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

16.1(m) *Participants*, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

16.1(n) *Participants*, acting as a buyer representatives or brokers shall disclose that relationship to the seller representative or broker at first contact and shall provide written confirmation of that disclosure to the seller representative or broker not later than execution of a purchase agreement.

16.1(o) On unlisted property, *Participants* acting as buyer representatives or brokers shall disclose that relationship to the seller at first contact for that buyer and shall provide written confirmation of such disclosure to the seller not later than execution of any purchase agreement.

*Participants* shall make any request for anticipated compensation from the seller at first contact.

16.1(p) *Participants*, acting as representatives or brokers of sellers or as subagents of listing brokers, shall disclose that relationship to buyers as soon as practical, and shall provide written confirmation of such disclosure to buyers not later than execution of any purchase agreement.

16.1(q) *Participants* are not precluded from contacting the client of another *Participant* for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other broker's exclusive agreements. However, information received through an *MLS* or any other offer of cooperation may not be used to target clients of other *Participants* to whom such offers to provide services may be made.

16.1(r) *Participants*, acting as subagents or buyer representatives or brokers, shall not use the terms of an offer to purchase to attempt to modify the *Listing Participant's* offer of compensation to subagents or buyer representatives or brokers or make the submission of an executed offer to purchase contingent on the *Listing Participant's* agreement to modify the offer of compensation.

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

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, *MLS participants* shall ask prospects whether they are a party to any exclusive representation agreement. *MLS*

Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

16.1(t) *Participants* and *End Users*, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude *Participants* from establishing agreements with their associated *Licensees* governing assignability of exclusive agreements.

16.1(u) These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other *Participants* involving commission, fees, compensation or other forms of payment or expenses.

16.1(v) *Participants* shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

## Section 17. *MREIS* Lockbox System Use

*MREIS*, in conjunction with Sentrilock Systems, currently operates an Electronic Lockbox system and maintains records for all *Participants* and *End Users* authorized to utilize Electronic Lockbox system. The operation of the Electronic Lockbox system is a service to the *Participants* and their authorized end users. The following Rules and Regulations pertain to the operation of the Lockbox system.

**17.1 Eligibility for Key Holder.** *MREIS Participants* or Certified Licensed Appraisers and licensed or authorized End Users are eligible, at their option, for Lockbox privileges if they otherwise qualify under this section. Office Administrative staff and Personal Assistants as End Users are eligible for Assistant Key Cards, Agent Key Cards (Participant's Option) or Office Level Key Cards (Participant's Option) under the strict supervision of the *Participant* and in accordance with the Department of Professional and Financial Regulation, Maine Real Estate Commission's promulgated rules for authorized activities of unlicensed employees. Eligibility for all Key Holders is subject to the following provisions:

- a) The Key Holder signs a lease agreement with *MREIS* which is co-signed by Key Holders *Participant*.
- b) The Key Holder continues to comply with all *MREIS* rules relating to *MREIS* Lockbox System Use.
- c) The Key Holder and *Participant* to whom the Key Holder is licensed shall at all times remain eligible for *MREIS* services.

**17.2 Key Use and Service.** Keys may not be used under any circumstances by anyone other than the lessee Key Holder, including, but not limited to, the lending, borrowing or sharing of key with others. Violation of this provision may subject the Key Holder, *Participant* and the unauthorized user to a fine or penalty in accordance with Section 7 of these Rules. **Major Violation**

**17.3 Temporary Keys.** Not Available. A lost or stolen key must be reported to *MREIS* and replaced in accordance with these Rules and Regulations. The cost of said replacement key shall be paid by the Key Holder at the then current price for replacement cards as set by the *MREIS* Board of Directors.

**17.4 Accountability.** *Participants* and Key Holders must account for Keys, leased boxes and leased card readers at the time of any inventory audit conducted by *MREIS* or at any time requested by *MREIS* from the *Participant* or in the case of Key Cards from the individual Key Holders. Key Holders who cease to be licensed or certified End Users of *MREIS* shall return their leased Key to *MREIS* within 5 days. Failure to return a Key or account for a key when requested will subject the Key Holder and/or the Key Holder's *Participant* to fines and penalties and to being responsible for all costs incurred by *MREIS* to secure the lock

box key system as a result of the failure to return the Key. Failure of the Key Holder to account for a key may subject the Key Holder or their *Participant* to a fine or penalty as set forth in the Rules and Regulations. **Major Violation**

**17.5 Deemed Unaccountable.** Keys shall be deemed unaccounted for if a Key Holder refuses or is unable to demonstrate that the Key is within the Key Holder's physical control within 5 days from date of *MREIS* audit or request of verification.

**17.6 Written Authority.** *Participants* and Key Holders shall not place a lockbox or cause a lockbox to be placed on a property without written authority from the seller and occupant if other than the seller. This authority may be contained within the Listing Agreement or by separate written agreement. **Medium Violation**

**17.7 Listing Broker's Permission.** No *Participant* or Key Holder may enter a property, with or without a lockbox, without the listing broker's permission. Such permission may be granted by the listing broker by specifying permission to use the lockbox through Showing Instructions or Showing Remarks on the *MLS* system. Appraiser Key Holders are expressly prohibited from using lockbox keys to enter a property without either the owner's or listing broker's permission. **Major Violation**

**17.8 Unaccountable Keys.** Key Holders, and *Participants* cosigning for a Key Holder, shall immediately report lost, stolen or otherwise unaccountable keys to *MREIS*. **Major Violation**

**17.9 PIN Codes.** Each Key Holder will be assigned a "PIN" Code for use in the Lockbox system at the time of a Key assignment. All Key Holders will take the necessary precautions to insure that the "PIN" code is protected and kept secure and confidential at all times. The attachment, display or availability of the Key Holder's "PIN" code on or near the Key Card shall immediately result in a fine or penalty to the Key Holder and/or *Participant*. **Major Violation**

**17.10 Rules Violations.** Failure to abide by rules relating to lockboxes as set forth in this section or failure to abide by the Key lease agreement may result in discipline as provided in Sections 7 of these rules, in addition to loss of or restriction on all lockbox and Key privileges. It is the obligation of each Lock Box System Key Holder to report any violations of these rules known to them.

**17.11 Right to Limit Access.** *MREIS* reserves the right to refuse to issue a Key or limit access to lockboxes if, in its sole discretion, it determines the security of the system would be compromised by issuing such Keys or granting access to lockboxes to any specific user. This rule is directed to those potential Key Holders or Existing Key Holders that have been arrested or convicted of any felony or misdemeanor which, in the determination of *MREIS*, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk.

**17.12 Ownership of System.** All Keys, Lockboxes and Card Readers issued to *Participants* or Key Holders under a Lease Agreement are the sole property of *MREIS* and Sentrilock Systems ( as to Key Cards). Accordingly, all leased equipment including but not limited to Key Cards, Lockboxes and Card Readers and software shall be immediately returned to *MREIS* upon termination membership, failure to pay any appropriate fees for the service, demand by *MREIS* for any reason to return said equipment or upon a change of system requirements calling for the exchange of said equipment.

**17.13 Update Requirements.** All Key Cards will be required to be updated utilizing a Card Reader periodically, as may be required by *MREIS* and the system. Key Cards will rendered inoperable until update in accordance with this provision. Under no circumstances will this time frame exceed 30 days.

**17.14 Warranty.** *MREIS* does not warrant or retain any liability for key boxes placed on homes. All liability shall be the responsibility of the Home Owner and the *Participant*. *Participants* shall be required to obtain the permission of Home Owners before placing any lockbox on any home or building.

**17.15 Transfer of Equipment.** No Leased equipment may be transferred to another user without the expressed written consent of *MREIS* for said transfer, including the execution of a new lease agreement by the new *Participant*. Any lock box or card reader which is purchased subsequent to the initial distribution which is not subject to a Lease Agreement with *MREIS* may be sold or transferred to an authorized Key Holder provided they have notified *MREIS* in writing of said transfer and *MREIS* has notified the new owner of said transfer in writing.

**17.16 Removal of Lock Boxes from Property.** Once a listing agreement has been fulfilled, expired or withdrawn from the *MLS* system, the *Participant* must remove the lock box from the subject property within 72 hours. Failure of the *Participant* to remove the lock box and upon notification by the owner, *MREIS* will authorize a locksmith to remove the lock box from the subject property. Any damage caused to the lock box and any cost related to the removal shall be the responsibility of the *Participant* responsible for placing the lock box on the property.

**17.17 Fraudulent Requests for “PIN” codes or Shackle Codes.** *MREIS* reserves the right to decline the release of any unknown shackle or “pin” code to a Key Holder or *Participant* until such time as the appropriate identity of the individual making such request can be established. All requests for such codes shall be in writing and signed by the *Participant*. Any fraudulent request will subject the user to a fine in accordance with these rules. **Major Violation**

**17.18 Leased Lock Boxes and Card Readers.** The initial distribution of lock boxes and card readers will be made to *Participants* who have agreed to participate in the lock box system and have been issued a Key Card in accordance with these rules. All leased boxes and card readers shall be maintained by *Participants* and *Participants* will be accountable to *MREIS* in accordance with Section 17.4 of these rules for any leased equipment.

**17.19 Replacement for Leased or Owned Equipment.** The cost of any replacement Key Card, lock box or card reader will be the responsibility of the Lessee or owner of the equipment unless covered by warranty from Sentrilock Systems. *MREIS* makes no warranties for either leased or sold equipment.

**17.20 Fraudulent Requests and Issuance of “One Day” Codes.**

- a) At no time may a *MREIS* member who has decided NOT to participate in the lockbox program by not obtaining/maintaining their own keycard, request a "day pass" (“one day code”) to access a lockbox. To do so, is an automatic **Major Violation**.
- b) At no time may a *MREIS* member who is participating in the lockbox program, generate a “day pass” (“one day code”) for a *MREIS* member who has decided not to participate in the lockbox program. To do so, is an automatic **Major violation**.

**Section 18. MAINE IDX Rules and Regulations** [formerly Appendix IV]

The following terms and conditions apply to *Maine IDX*:

**18. IDX Defined:** IDX affords MLS Participants the option of authorizing display of their listings on other participants’ Internet websites. [Note: “Internet web site” is defined as written, accessed and formatted in HTTP or HTTPS, with access via a URL.]

**18.1 Authorization. Maine IDX Opt-Out Procedures:** *MREIS Participants* may choose not to participate in *Maine IDX* (“opt-out”). If a *MREIS Participant* chooses to opt-out, he, she or it must execute the applicable *Maine IDX* opt-out form. Any *MREIS Participant* that chooses to opt-out will not be entitled to or required to share its real estate *Listing* data, however, any *MREIS Participant* choosing to opt-out shall not be provided access to the *Maine IDX Database*. **Minor violation.**

(a) Even where *Participants* have given blanket authority for other *Participants* to display their listings on *Maine IDX Authorized Internet Web Site*, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

**18.2 Participation:** Participation in IDX is available to all MLS participants engaged in real estate brokerage who consent to display of their listings by other participants. **Major violation.**

**18.2.1** *Maine IDX Subscriber's Authorized Internet Web Site(s)* must be *Submitted* to *MREIS* staff for compliance review prior to making the *Authorized Internet Web Site* generally available to the public. Changes to an *Authorized Internet Web Site* that involve IDX data that occur after the compliance review process must be resubmitted for another review to ensure IDX compliance prior to making those changes available to the public. **Major violation.**

**18.2.2** MLS Participants may not use IDX-provided listings for any purpose other than display on their websites. [Note: Prohibited purposes include but are not limited to display or distribution of other company listings data to the public on social media sites, in mobile device applications and other "electronic means."] *Maine IDX Subscribers* may not use the *Maine IDX Data* on any Internet web site other than the *Maine IDX Subscriber's Authorized Internet Web Site*. This does not require participants to prevent indexing of IDX listings by recognized search engines. **Major violation.**

**18.2.3** Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites. **Major violation.**

**18.2.4** *Participants* may select the *Listings* they choose to display on their 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 cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right to sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any *Authorized Internet Web Site* must be independently made by each *Participant*. **Minor violation.**

**18.2.5** *Maine IDX Subscribers* must completely replace the *Maine IDX Data* on its Internet web site at least once every three (3) days. **Major violation.**

**18.2.6** Except as provided in these rules, an IDX site or a participant or user operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity. **Major violation.**

**18.2.7** When displaying *Property Listing*, a *Maine IDX Subscriber's* or *Agent's Authorized Internet Web Site* must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. **Major violation.** [*Reminder: you must also comply with all Maine Real Estate Commission advertising rules which are included as an addendum to these Rules.*]

**18.2.8** Any IDX site 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,

shall disable or discontinue either or both of those features as to 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 participants' websites. Except for the foregoing and subject to

Section 18.2.9, a participant's IDX site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller. **Major violation.**

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

**Section 18.2.10** Participants may provide IDX information to their respective real estate franchise organizations ("franchisors") to be indexed for display on such franchisors' websites, subject to the following requirements and limitations. Failure of a franchisor to comply with the following requirements and limitations can, at the discretion of the MLS, result in suspension or termination of the participant's(s') authority to provide IDX information to the franchisor. **Major violation.**

- a. Initial search results that provide minimal information (e.g., "thumbnails") are exempt from MLS-required disclosures (e.g., listing firm, listing agent, source of information, notice that information is deemed reliable but is not guaranteed accurate) provided that a direct link to a detailed ("full view") display that includes all required disclosures is provided.
- b. Consumers can link directly to a detailed ("full view") display that complies with disclosure/display rules of the source MLS.
- c. IDX information cannot be used for any unauthorized purpose.
- d. Inaccurate or incomplete information related to any listing must be promptly corrected by the franchisor at the request of the source MLS.
- e. No advertising may appear on pages displaying IDX information.
- f. IDX listing information cannot be modified, manipulated, or permanently retained. (NAR 11/10)

Note: For purposes of this policy, "real estate franchisor" is defined as a company granting real estate brokerage franchises under the franchisor's trademarks pursuant to a franchise disclosure document meeting applicable Federal Trade Commission rules.

**18.3** **Maine IDX Display:** *Maine IDX Subscribers* may display and republish all or a portion of the *Maine IDX Database* on the *Maine IDX Subscriber's Authorized Internet Web Site* in accordance the *MREIS Rules* and the following rules:

**18.3.1** Any Internet republication of another *Maine IDX Subscriber's Maine IDX Data* shall not contain any Confidential Information fields as described in Section 10.2 of these *MREIS Rules*. *Listings* of sellers who have directed their *Listing Participant* to withhold their *Listing* from display on the Internet (including, but not limited to, publicly-accessible Web sites or VOWs) shall not be accessible via *Internet Web Sites*. **Major violation.**

18.3.1.1 NOT APPLICABLE

**18.3.2** *Maine IDX Subscribers* may not modify or manipulate another *Maine IDX Subscriber's Maine IDX Data*. **Major violation.**

**18.3.3** All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. **Major violation.**


18.3.4 NOT APPLICABLE

### 18.3.5 DUPLICATE RULE

**18.3.6** If a *Maine IDX Subscriber* chooses to allow its agent(s) to *Frame* or *Smart Frame* any *Maine IDX Data* displayed on *Maine IDX Subscriber's Authorized Internet Web Site*, the *Maine IDX Subscriber* must ensure that its agents' sites comply with Section 18 of the *MREIS Rules & Regulations* and will be responsible for supplying any information requested or required by *MREIS* regarding such agents and will be responsible for any violation by the agent. *MREIS* will not have any direct contact with any such agents. Agents may *Frame* or *Smart Frame* the *Maine IDX Data* only if: (a) the agent is an agent of a *Maine IDX Subscriber*; (b) the agent has a web site of its own and the *Maine IDX Subscriber* has provided the URL address(es) of such site to *MREIS*; (c) the applicable *Maine IDX Subscriber* agrees to allow the agent to *Frame* its *Authorized Internet Web Site*; and (d) the agent is allowed only to *Frame* or *Smart Frame* the *Maine IDX Data* and not to host the *Maine IDX Data* on the agent's *Web Site*. **Major violation.**

**18.3.7** All listings displayed pursuant to *IDX* shall show the *MLS* as the source of the information. **Medium violation.**

**18.3.8** The *Maine IDX Logo* together with the following notice must appear on any *Search Page* and on all *Search Results Pages* of the *Maine IDX Subscriber's Authorized Internet Web Site*:

- a. "Listing data is derived in whole or in part from the *Maine IDX* & is for consumers' personal, non-commercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified.© (current year) *Maine Real Estate Information System, Inc.* All Rights Reserved.  "
- b. The *Maine IDX Logo* and disclaimer shall appear at the bottom of all *Listing Pages*.

**Medium violation.**

**18.3.9** If a *Maine IDX Subscriber* does not make the entire *Maine IDX Database* accessible via the *Maine IDX Subscriber's Authorized Internet Web Site*, the following notice must appear on all *Listing Pages*:

"[Insert *Maine IDX Subscriber's Name*] participates in *MREIS' Maine Internet Data Exchange (Maine IDX)* program, allowing us to display other *Maine IDX Participant's Listings*. We have chosen, however, to limit the *Listings* shown on this page to only those *Listings* meeting the following criteria: [Insert applicable criteria and limits].

or

"This web site does not display complete *Listings*. Certain *Listings* of other real estate brokerage firms have been excluded."

**Medium violation.**

### 18.3.10 NOT APPLICABLE

**18.3.11** *Maine IDX Data* may be integrated with other *MLS Data* from another incorporated *MLS* in order to allow a user to simultaneously search the *Maine IDX Data* and such *MLS data* via the *Maine IDX Subscriber's Authorized Internet Web Site*. However, at no time may *MREIS Listings* be co-mingled with *Exempted Listings, Open Listings* or *Listings* that are for sale by the seller of the property ("for sale by owner"), or any other properties that are not *Acceptable Listings*. *Listings* obtained from other sources (e.g., from other *MLSs*, etc.) must display the source from which each such *Listing* was obtained. **Major violation.**

### 18.3.12 NOT APPLICABLE

### 18.3.13 NOT APPLICABLE

### 18.3.14 NOT APPLICABLE



### 18.3.15 NOT APPLICABLE

**18.3.16** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. **Major violation.**

a. The body of a *Summary Display* of another *Maine IDX Subscriber's Listing* may not include (i) any third party *Branding*; or (ii) contact information or other *Branding* of the *Maine IDX Subscriber* that owns the *Authorized Internet Web Site* or of any of such *Maine IDX Subscriber's* agents. A *Summary Display* may only include the following: text data about the *Listing* property, a photo of the *Listing* property and hyperlinks to *Detailed Display* web pages providing other information. **Major violation.**

b. The body of a *Detailed Display* of another *Maine IDX Subscriber's Listing* may not include (i) any third party *Branding*; or (ii) contact information or other *Branding* of the *Maine IDX Subscriber* that owns the *Authorized Internet Web Site* or of any of such *Maine IDX Subscriber's* agents. **Major violation.**

c. *Co-Branding* with other *Maine IDX Subscribers* in a collaborative effort is prohibited. *Branding* by multiple offices acting under a single ownership entity will not be deemed *Co-Branding*. *Maine IDX Subscribers* may not *Co-Brand* with any party that provides real estate brokerage services or that otherwise is engaged in representing buyers and/or sellers of real estate. No third party *Branding* may be greater in size than that of the *Maine IDX Subscriber's* own ad. **Major violation.**

d. *Maine IDX Subscribers* may create additional web sites for *Co-Branding* purposes with their agents; provided, however, that *Maine IDX Subscribers* provide *MREIS* with the URL addresses of all such additional sites in advance. *Maine IDX Subscribers* shall have full responsibility to ensure that these additional *sites* comply with Section 18 of the *MREIS Rules & Regulations*. Any *Co-Branded* site must retain the *Maine IDX Subscriber's Branding* at all times. **Major violation.**

e. *Maine IDX Subscribers* may not *Co-Brand* on any of its agents web sites that are *Framing* or *Smart Framing* the *Maine IDX Subscriber's Authorized Internet Web Site*.

**18.4** Service fees, charges and fines/penalties for participation in IDX shall be as established from time to time by the Board of Directors. (See Addendum VIII of these MREIS Rules and Regulations).

**18.5** *Maine IDX Subscriber's* use of the *Maine IDX Data* is strictly limited to displaying the *Maine IDX Data* on the *Maine IDX Subscriber's Authorized Internet Web Site*. *Maine IDX Data* cannot be advertised or otherwise published or displayed in any manner, including but not limited to, on reader boards, newspapers, flyers or other publications in print or any type of electronic media other than on *Maine IDX Subscriber's Authorized Internet Web Site*. **Major violation.**

**18.6** All searches or queries of the *Maine IDX Database* must originate on a *Search Page* that is located on the *Maine IDX Subscriber's Authorized Internet Web Site*. Other than the *Subscriber's* own *Listings*, all *Maine IDX Data Listings* must be accessed via a *Search Page* that is located on the *Maine IDX Subscriber's* *Authorized Internet Web Site*. Third parties may link to the *Maine IDX Subscriber's Authorized Internet Web Site*; provided, however, that such link may not lead directly to any *Maine IDX Data Listings*. **Major violation.**

### 18.7 DELETED

**18.8** No *Maine IDX Subscriber* has the right to provide his, her or its *Maine IDX Password* or access code to any third party without *MREIS'* prior written authorization. **Major violation.**

**18.9** Any *Maine IDX Subscriber* using a third party to develop/design its *Authorized Internet Web Site* (whether or not such party is paid for such services) must have such third party enter into a written *Participant IDX Data Access Agreement* with *MREIS* prior to *MREIS* authorizing the release of any *Password* or *Maine IDX Database* access code. **Major violation.**

18.10 DELETED

**18.11** Any URL that points/directs/redirects to a *Maine IDX Subscriber's Authorized Internet Web Site* must be reported to *MREIS*. **Medium violation.**

**18.12** Agents may not download or have access to the *Maine IDX Database* or any subset thereof. Any violation by any *Maine IDX Subscriber's* agent shall be deemed a violation by that *Maine IDX Subscriber* (per Section 11.4) **Major Violation.**

**18.13** Websites of agents authorized to *Frame Maine IDX Subscriber's Authorized Internet Web Site(s)* must be *Submitted* to *MREIS* staff for compliance review prior to making the *Frame* generally available to the public. **Major violation.**

**18.14** *Maine IDX Subscribers* must make all changes to its *Authorized Internet Web Site* that *MREIS* deems necessary to cure a violation of Section 18 of the *MREIS Rules & Regulations* as soon as practical and in any event within three (3) *Business Days* of notice from the *MREIS* administrative office of such violation. **Major violation.**

**18.15** A failure to cure any violation within such three (3) *Business Day* notice shall be deemed a Major Violation pursuant to Section 7 of the *MREIS Rules*. Furthermore, a failure to cure any violation within such three (3) *Business Day* notice shall result in the termination of *Maine IDX Subscriber's* access to the *Maine IDX Database* and right to display the *Maine IDX Data*. Once the *Maine IDX Subscriber* has fully complied with the *MREIS* Rules, as determined in *MREIS'* sole discretion, the *Maine IDX Subscriber* may be reinstated into the *Maine IDX* upon paying the appropriate *Maine IDX Reinstatement Fee*. (See Addendum VIII of these *MREIS* Rules and Regulations.) **Major violation.**

**18.16** Any *Authorized Internet Web Site* that collects or requests information from a user must display the *Maine IDX Subscriber's* privacy policy informing users how the information they provide may be used. **Major violation.**

## **Section 19. VIRTUAL OFFICE WEBSITES (VOW) [formerly Appendix V]**

**Section 19.1** (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 19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.

(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 19 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.

**Section 19.2** (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.

**Section 19.3** (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 or sale 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.

**Section 19.4:** 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.

**Section 19.5:** 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.

**Section 19.6 (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.

**Section 19.7:** (a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall

communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

**Section 19.8:** 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.

**Section 19.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 19.10:** 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.

**Section 19.11:** 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.

**Section 19.12:** A Participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, and whether the listing broker is a REALTOR®.

**Section 19.13:** 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.

**Section 19.14:** 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.

**Section 19.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following information: a) Expired, withdrawn, or pending ("under contract") listings; 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 owner's name; e) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**Section 19.16:** 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 on a MLS. The Participant may, however, augment MLS listing information with additional information not otherwise prohibited in these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

Section 19.17-19.19: NOT APPLICABLE

**Section 19.20:** A Participant shall require that Registrants passwords be reconfirmed or changed every 90 days.

Section 19.21: NOT APPLICABLE

**Section 19.22:** 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 identify the source of the listing.

Section 19.23: NOT APPLICABLE

**Section 19.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25: NOT APPLICABLE

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## Appendix A

### Sanctions Available for *MREIS* Rules Violations and Data Misappropriation

Internal Remedies for violations of these *MREIS Rules and Regulations*

1. A fine of up to \$15,000.
2. Suspension of *MLS* privileges.
3. Termination of *MLS* privileges.

Judicial Remedies for Data Misappropriation and Copyright Infringement

1. Injunctive relief.
2. Statutory damages, which may range from \$750 to \$30,000, in the discretion of the court, or up to \$150,000 if the infringement is willful.
3. Actual damages and lost profits.
4. Attorneys fees and costs, at the discretion of the court.
5. Potential criminal penalties.

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## Addendum I

**Appraiser Policy Statement Moved To MREIS Appraiser Site License Agreement - Numbering Retained**

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## Addendum II

### Branch/Office Site License Policy Statement

For the purposes of this policy statement:

- 1) The Maine Department of Professional & Financial Regulation (MDPFR) shall mean that body which issues and governs real estate licenses and appraisal certification in the state of Maine.
- 2) Licensees shall mean, brokers, agents, brokers, appraisers, appraiser trainees, etc.

- 3) *Site* in addition to the meaning in the *Glossary Site* shall mean any separate business location(s) that meets the criteria requiring a *Site License Fee* as set forth in this policy statement.

Determining when a *Participant* has multiple *Sites* that require a separate *Site License Fee*. A separate *Site License Fee* (as set forth in the *EULA*) must be paid for each *Participant Site*. Each office or place of business where *Participant* wishes to have a separate identity and/or allow *Authorized Users* from that office or place of business to use the *MLS* is a separate *Site*. The following provisions provide further guidance on determining when a separate *Site License Fee* must be paid.

1. Separate Branch or Satellite Offices.

- (a) If *Participant* has a place of business that is licensed as a real estate branch office or is listed as the address of an appraiser by the MDPFR, or if *Participant* has a place of business that is otherwise required to be licensed as a branch office, that "Branch Office" is a separate *Site* if any one or more of the following apply:

- i. *Authorized User Of Record*: If the MDPFR's records state that one or more of *Participant's Authorized Users* have been, or are, either located at or "licensed to," or employed at a place of business other than a licensed *Site*. (Note: designating an *Authorized User* as a branch manager or supervisor at a branch site or office or address other than that on the *Site License* shall not alone be cause for the requirement of payment of an additional *Site License Fee* so long as that same branch manager/supervisor is an *Authorized User* at a *Site* that is subject to a *Site License Fee* at the same or higher level of *Access* than the other place of business).

or

- ii. *Public Statement Of Services*: *Participant*, or its *Authorized Users*, or other *Persons* advertise or promote the other place of business as being owned, occupied, used or operated by or affiliated with *Participant*, such that *Participant* (or any *Authorized User*) can conduct services as defined by the Maine Real Estate Commission license law (whether such advertisement or promotion is public - for example, in newspapers or on the Internet) or private (for example, on stationary or business cards) or as a location where *Participant* or its *Authorized Users* may be contacted regarding matters related in any way to any *Property Listing Content* available and/or accessible via the *MLS*.

*Homes As A Place Of Business*: If the home is held out to the public as being an office - meaning, you maintain business cards with that address, there are ads noting that home office/town as a branch, there's a yellow page ad identifying the home office, for sale signs with home office phone # or an office sign at the location of your home, etc. or use any other public statement or announcement that identifies the home as also being a place of business. If you can answer no to ALL of the above, you do not need to pay a fee. If yes to ANY of the above, you are telling the public that the locaton is a place of business and you DO need to pay the site license fee.

- iii. *Do Licensees, Work Out Of Your Place Of Business*: For example; answering phones, meeting clients, doing CMAs, writing offers, inputting listings, or searching for properties, performing appraisals, performing appraisal reviews or having access to MREIS data and use as part of their business in that branch office. Or is your branch office simply held out to the public as being a branch of the firm (such as, listed in the phone book/directory assistance, identified in ads, or a sign on building that it's an office in a commercial location? If yes to ANY of the above, you DO need to pay a site license fee. If your branch office includes licensees who work out of that office\* and they meet ALL of the following criteria; (answering phones, meeting clients, doing CMAs, writing offers) but have absolutely no reason to use MREIS data (for example, there are no authorized users assigned to this office, the office is in a market that doesn't use MLS, CMAs are performed

using third-party sources non-MREIS data, cannot offer a seller the ability to put listing in MREIS) – then no -- you do not need to pay a fee.

NOTE: The definition "work out of" implies that licensees at that branch are capable of servicing a call to that branch inquiring about a MREIS listing by having access to the computer or MREIS books. "Work out of" does not include someone swinging by and using a phone line on their way through town. "Work out of" includes licensees who maintain a presence in that office. Maintain a presence can happen two ways - a) they are licensed to that branch; b) they are licensed to another branch but routinely spend more than an incidental amount, i.e. 5% of their time working at the branch office without a site license.

iv. Administrative Branch: If only administrative personnel of the firm work out of that branch (meaning, the public never becomes aware of the existence of that branch because only bookkeepers and non-licensed staff work there, then it is exempt from a Site license fee.

(b) Determining whether *Participant's Authorized Users* actually *Access* and use the *MLS* from any particular location is not definitive or required when determining whether such a location is a "Site" that requires a separate *Site License Fee*. *Participants* should review the above factors when determining whether their separate locations are deemed separate *Sites*. If *Participant* is unsure whether its separate location or office is a *Site* that requires a separate *Site License Fee*, *Participant* should request that *MREIS* make a determination.

2. Permissible Multiple Location Use. Nothing in subsection 1 shall mean that *Authorized Users* cannot use and *Access* the *MLS* from a location that does not require a separate *Site License Fee*; provided that the factors listed in subsection 1 do not also apply.

3. Manager Exception: Nothing in subsection 1 shall mean that an *Authorized User* who is the designated manager licensed to more than one location cannot use and *Access* the *MLS* from a location that does not require a separate *Site License Fee*; provided that (i) at least one of the locations to which the designated manager is licensed is subject to payment of a *Site License Fee*, (ii) the designated manager does not permit unauthorized use/*Access*, and (iii) the factors listed in subsection 1 do not apply.

4. Multiple Businesses at Same Location. *Participants* conducting multiple businesses at the same location must pay a *Site License Fee* for each separate business if, according to the MDPFR records, any *Authorized User* (other than the designated broker/and or manager) is licensed to or located at the separate business. For purposes of this section, the term "separate business" means any distinct legal entity or any business that is designated, promoted or advertised under a different name.

5. Payment of *Site License Fee*. Each separate *Site* requires payment of separate *Site License Fee*. These fees commence and become due and payable (whether or not *Participant* properly identifies the number of *Sites* for which it owes a *Site License Fee*) on the earlier of the following dates: (a) the date the *Participant* notifies *MREIS* of its additional *Site*; or (b) the date the *Participant* should have notified *MREIS* of its additional *Site* as provided for above. The fees are due and payable upon demand by *MREIS* and continue to accrue until the earlier date by which *Participant* terminates its business at the applicable unlicensed *Site*, and terminates all *Access* to the *MLS* at the unlicensed *Site*, or the date any unlicensed *Site* no longer requires the payment of a separate *Site License Fee* pursuant to these *MREIS Rules and Regulations*. Notwithstanding the termination of the accrual of fees, any balance due to *MREIS* from an unlicensed *Site* shall be due upon demand and remain due until paid. Subsequent closure of an unlicensed *Site* is not a basis to forgive a violation of these *MREIS Rules and Regulations*. If the date in subsection (b) above is not clear, *MREIS* may use the date upon which a *Participant* (or any of its *Authorized Users*) was first designated/licensed to the applicable *Site* according to MDPFR records. If the date of termination is unclear, *MREIS* may use the last date *Participant* (or any of its *Authorized Users*) was designated/licensed to the applicable *Site* according to the Maine Department of



Professional & Financial Regulation's records. *Participant* is obligated to pay all owed and unpaid amounts due to *MREIS* upon demand, unless, in the discretion of *MREIS*, an extension is provided.

6. Penalties for Failure To Pay *Site License Fee* When Required. *Participant's* failure to pay a required *Site License Fee* entitles *MREIS* to terminate *Participant's Access* to and use of the *MLS* at all of *Participant's Sites* (upon thirty (30) calendar days notice to such *Participant*, such notice may be provided via email). In addition, *MREIS* may immediately terminate *Access* of any *Authorized User* designated by the MDPFR records as being affiliated with an unlicensed *Site* without notice. *Participant* shall not be entitled to *Access*, or provide *Access* to any previously *Authorized User*, without payment of all sums due to *MREIS* for the unlicensed *Site*. Termination or suspension of the *MLS* does not relieve *Participant* of its obligation to pay *MREIS* all owed and unpaid amounts. Violation of the *End User License Agreement* or these *MREIS Rules and Regulations* by failure to properly license and pay for each *Site* shall be a Major violation as defined in the *MREIS Rules and Regulations*.

7. *Participant* Affidavits. *MREIS* may accept, but is not obligated to accept, an affidavit from *Participant* as evidence of any of the above factors in any dispute with *Participant* regarding the need to *license* any location or disputed exempted. If subsequent facts reveal that the affidavit is false or has been provided in bad faith, *MREIS* shall remain entitled to collect all owed and unpaid amounts due and take all other remedies available, whether or not certain prior claims were abated, waived or forgiven based upon any such affidavit.

8. *MREIS* Review. The Executive Committee of *MREIS* shall have the right to review *Participant's* requests for relief from any finding that *Participant* has violated the *MREIS Rules and Regulations* relating to the determination of the number of *Participant Sites* as provided in Section 9.2 of the *MREIS Rules and Regulations*; provided, however, that the *MREIS* Executive Committee shall not be required to admit new evidence of any kind, nor be obligated to provide any *Participant* with an opportunity to present evidence disputing any determination made by *MREIS* and that the Executive Committee may at its option refer the violation to the Policy Review Committee for further consideration of violations of Section 7 and Section 9 of the *MREIS Rules and Regulations*. The *Participant's Authorized Representative* shall have the right to be present and speak on its behalf before the Executive Committee regarding any claimed violation only in the event the Executive Committee elects to provide *Participant* the optional opportunity to dispute any determination made by *MREIS*.

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### **Addendum III**

#### **Examples Of Common Forms Of Unauthorized Use**

- (1) If *Participant* pays the appropriate *Site License Fee* for office A but not office B, *Participant* must not allow *Access* to the *MLS* by any agent or employee in office B.
  - (2) Appraiser, John, is an employee or independent contractor of either *Participant A*, an appraisal firm, or *Participant B*, a real estate brokerage firm. John is prohibited from using or accessing the *MLS* for any use other than work performed for *Participant A* or *Participant B*. Any other use is unauthorized. Both *Participant A* and *Participant B* are responsible for John's unauthorized use, and, therefore, in addition to terminating John's *Access* to the *MLS*, *MREIS* may terminate *Participant A* and *Participant B's Access* to the *MLS*. Both *Participant A* and *Participant B* must cooperate with *MREIS* as requested to remedy John's unauthorized activities.
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### **Addendum IV**

***MAINE IDX Rules and Regulations* [Moved to Section 18 of Rules]**

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### **Addendum V**

**Addendum VI**  
**Failure To Pay Policy Statement**

1) **SUSPENSION POLICY:** For failure to pay any service charges, fees or dues within (30) days of the due date and provided that at least (10) days notice has been given by *MREIS*:

- A) Payment default letters shall include an Automatic Processing Fee AND
- B) Participation in *MREIS* shall be suspended. AND
- C) Upon suspension *Participant* must immediately cease using *MREIS* printed and electronic data. AND
- D) *Participant* must immediately notify its *Authorized Users* and consultants that they too are ineligible to *Access* and use *MREIS* data. AND
- E) *Participant's* current and pending *Listings* shall be removed. AND
- F) Upon removal of suspension, *Reinstatement Fees* other fees as shall apply.

2) **EXPULSION POLICY:** If fees remain unpaid for a total of (60) days the *Participant* shall be:

- A) Expelled. AND
- B) *Participant's* current and pending *Listings* if not already removed shall be removed. AND
- C) In addition to unpaid fees, fines, or dues, *Participants* shall also be charged all reasonable costs of collection including actual attorney's fees. AND
- D) Following expulsion, reinstatement shall no longer be an option and a new application for participation must be filed with payment of an initiation fee.

3) **OUTSTANDING DEBTS:** *Participant* continues to be responsible for all debts, including time remaining in your initial term.

4) **PAYMENT MUST BE MADE IN FULL:** Once Suspended or Expelled, *MLS* services will not be reinstated until full payment of all charges is received in addition to any *Reinstatement* or initiation fees. (To view *Participant* account statement or make payment when Suspended, go to [MaineListings.com](http://MaineListings.com), Sign in, My Office Pay My Bill. Expelled *Participants* payments must be paid in full with certified funds.)

5) **INTEREST CHARGES:** Interest charges of one and one half per cent (1.5%) a month shall be assessed for each delinquency over (15) days from the date of invoice.

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**Addendum VII**

**Policy Review Committee, Executive Committee and Board of Directors**  
**Proceedings, Hearings and Appeals Process and Procedures**

Policy Review Committee Process and Procedures: The Policy Review Committee consists of twenty-five (25) individuals appointed by the *MREIS* President. The Chair of the Policy Review Committee is the then-current *MREIS* President Elect. If a matter is referred to the Policy Review Committee, *MREIS* will notify the Chair of the Policy Review Committee. Upon receipt of such notice the Chair will appoint a panel of five (5) members of the Policy Review Committee to hear the matter and establish the time/location of the proceeding. One of the panel

members will be the Chair of the Policy Review Committee. If the Chair determines that she/he has a conflict of interest with *Participant*, the Chair will appoint another member who will act as Chair and preside over the proceeding. *Participant* will be notified in writing of the alleged violation and the fact that the matter has been referred to the Policy Review Committee. The notice to *Participant* shall include: (i) specifics regarding the alleged violation, (ii) copies of any supporting documentation/materials that will be provided by *MREIS* to the panel, (iii) the identity of the five-member panel and (iv) the date/time/location of the proceeding. This written notice must be sent to *Participant* at least ten (10) *Business Days* prior to the date that the proceeding is to be held. *Participant* may object to any panel member, including the Chair. Unless the President determines that *Participant's* objection is made in bad faith or without reasonable basis, the Policy Review Committee will honor any such objections and will propose an alternative member of the Policy Review Committee to serve on the panel. *Participant* must provide written notice of its objection to any panel member in writing and within five (5) *Business Days* of the date of *MREIS'* notice of the Policy Review Committee proceeding. If an objection is raised, *Participant* will be provided with written notice of the alternative(s) selected and will have another five (5) *Business Days* to object to such alternatives as provided above. The proceeding will be rescheduled as necessary to accommodate this notice and objection process.

If *Participant* is unable to attend the Policy Review Committee hearing and would like to re-schedule the hearing for another date, *Participant* shall so notify *MREIS* as soon as possible. Although *MREIS* is not obligated to re-schedule any Policy Review Committee hearing, if *Participant's* request is received in a timely fashion, *MREIS* may request that the Policy Review Committee re-schedule its hearing so as to reasonably accommodate *Participant's* request.

Three (3) members of the panel (including the Chair) must be present for a quorum, and a majority vote of those present shall constitute the decision of the Policy Review Committee. The Chair will only vote in the event that there is a tie among the other panel-members.

*Participant* may be represented by counsel at the Policy Review Committee proceeding. The Policy Review Committee will be conducted as follows:

First, the Chair will read the following statement: *MREIS* staff was informed of (or discovered) a perceived violation of the *MREIS Rules and Regulations*. The *Participant* was notified and given an opportunity to respond. The *MREIS* CEO and the Chair of the Policy Review Committee have reviewed the *Participant's* response and determined that there is sufficient reason for consideration by the Policy Review Committee.

Only the Board of Directors of *MREIS* may make or amend policies. The Policy Review Committee must consistently and fairly apply its interpretation of the *MREIS Rules and Regulations* as established by the *MREIS* Board of Directors. You may not pick and choose from or alter any rules that you wish to enforce. However, after a finding, the Policy Review Committee may recommend that the *MREIS* Board of Directors amend a rule, policy or any sanction that the Policy Review Committee imposes.

Second, the Chair will introduce those in attendance and will ask if anyone needs clarification of the alleged violation and/or the applicable rule or possible sanctions. All questions shall be answered to the satisfaction of the individual seeking clarification.

Third, *Participant* will be provided with an opportunity to address the alleged violation, at which time *Participant* may present additional evidence and call witnesses.

Fourth, upon completion of *Participant's* presentation, the Chair will invite the panel to ask questions of *Participant* or *MREIS* staff members. All questions shall be answered to the satisfaction of the individual posing the question.

Fifth, *Participant* and *MREIS* staff members will be asked to leave the room and the panel will discuss the allegation amongst themselves. As part of their discussions, the panel may make inquiries of *Participant* or

*MREIS* staff members (individually or together). At this time, *MREIS* staff members and *Participants* can not introduce new evidence.

Sixth, upon completion of the above discussions, *Participant* and *MREIS* staff members will be asked to rejoin the panel and the panel shall deliver its decision in writing. The written decision, along with a copy of the review and appeals process will be provided to *Participant* prior to adjourning.

In making its determination, the Policy Review Committee may (i) postpone its finding(s), (ii) dismiss the allegation, or (iii) if *Participant* has been found to have committed a violation impose the following sanction(s): (a) a fine of between \$101-\$15,000, (b) suspension or expulsion of *Participant*, (c) place *Participant* on probation during which time *MREIS* staff will monitor data input and spot check *Participant's* supporting documentation as *MREIS* deems necessary; and/or (d) any other remedies or sanctions that the Policy Review Committee deems appropriate as a condition to *Participant's* continued participation in *MREIS* including, without limitation, that the *Participant* to be directed to require that the *authorized representative* or certain of its user(s) successfully complete one or more of the following within a prescribed period of time: (1) REALTOR® Ethics & Orientation; (2) Brokers Course; (3) Sales Agent Course; (4) Associate Broker Course; and/or (5) Live or Correspondence Course or video program related to the violation. Sanctions may include a combination of any of the above with or without return of any fines upon successful completion of any prescribed course or program. Any fines assessed will be invoiced and must be paid in accordance with the same policies for payment of subscription fees. Failure to comply with any sanctions will require further disposition, during which time *Participant's* access to the *MLS* shall be suspended.

*Participant* may request a hearing before the Executive Committee to review any determination made by the Policy Review Committee. Such hearing shall be conducted as set forth below.

Executive Committee Review Process and Procedures: In the event that *Participant* wishes to have the Executive Committee review any determination made by the CEO or the Policy Review Committee, it shall so notify *MREIS* in writing within ten (10) *Business Days* of the date of such determination. *Participant* must include with such notice a non-refundable filing fee of \$50. The notice must outline in as much detail as possible the reasons that *Participant* feels the determinations or sanctions should be set aside and/or amended. Upon receipt of such notice, all sanctions shall be deferred until such time as the Executive Committee conducts its hearing.

In response to *Participant's* written request for a hearing, the Chair of the Executive Committee shall direct the CEO to send a written notice to *Participant* and the members of the Executive Committee, such notice to include (i) specifics regarding the alleged violation and any documentation/materials related thereto, (ii) copies of *Participant's* request for a hearing along with any supporting documentation/materials provided with such notice, (iii) the sanctions imposed by the CEO or Policy Review Committee, (iv) the date/time/location of the hearing and (v) the names of the Executive Committee. This written notice must be sent to *Participant* at least ten (10) *Business Days* prior to the date that the proceeding is to be held. *Participant* may object to any Executive Committee member, including the Chair. Unless the President determines that *Participant's* objection is made in bad faith or without reasonable basis, the Executive Committee will honor any such objections. *Participant* must provide written notice of its objection to any Executive member in writing and within five (5) *Business Days* of the date of *MREIS's* notice of the Policy Review Committee proceeding. If an objection is raised, the President may replace the member with a Director and *Participant* will be provided with written notice of the alternative(s) selected and will have another five (5) *Business Days* to object to such alternatives as provided above. The proceeding will be rescheduled as necessary to accommodate this notice and objection process.

If *Participant* is unable to attend the Executive Committee hearing and would like to re-schedule the hearing for another date, *Participant* shall so notify *MREIS* as soon as possible. Although *MREIS* is not obligated to reschedule any Executive Committee hearing, if *Participant's* request is received in a timely fashion, *MREIS* may request that the Executive Committee reschedule its hearing so as to reasonably accommodate *Participant's* request.

Three (3) members of the Executive Committee constitutes a quorum, and a majority vote of those present shall constitute the decision of the Executive Committee. Any member of the Executive Committee who also served on

the Policy Review Committee panel that issued the determination and sanctions in question must excuse her/himself from participation in the Executive Committee hearing.

*Participant* may be represented by counsel at the Executive Committee hearing. The Executive Committee hearing will be conducted as follows:

First, the President serves as Chair unless there is a conflict of interest, in which case the Chair will appoint an alternative who will preside over the hearing) will read the following statement:

*MREIS* staff was informed of (or discovered) a perceived violation of the *MREIS Rules and Regulations*. The *Participant* was notified and given an opportunity to respond. The *MREIS* [CEO / Policy Review Committee] has reviewed the *Participant's* response and made the determination and imposed the sanctions described in your information packet. *Participant* has requested that the Executive Committee review these determinations/sanctions for the reasons set forth in your information packet.

For the purpose of policy review, only the Board of Directors of *MREIS* may make or amend the *MREIS Rules and Regulations*. The Executive Committee must consistently and fairly apply its interpretation of the *MREIS Rules and Regulations* as established by the *MREIS* Board of Directors. You may not pick and choose from or alter any rules that you wish to enforce. However, after a finding, the Executive Committee may recommend that the *MREIS* Board of Directors amend a rule, policy or any sanction that the Executive Committee imposes.

Second, the Chair will introduce those in attendance and will ask if anyone needs clarification of the alleged violation and/or the applicable rule or possible sanctions. All questions shall be answered to the satisfaction of the individual seeking clarification.

Third, *Participant* will be provided with an opportunity to address the Executive Committee and explain the reasons that the CEO's and/or Policy Review Committee's determinations and sanctions should be overturned or amended. *Participant* may present additional evidence and call witnesses at this time.

Fourth, upon completion of *Participant's* presentation, the Chair will invite the members of the Executive Committee to ask questions of *Participant* or *MREIS* staff members. All questions shall be answered to the satisfaction of the individual posing the question.

Fifth, *Participant* and *MREIS* staff members will be asked to leave the room and the Executive Committee will discuss the allegation amongst themselves. As part of their discussions, the Executive Committee may make inquiries of *Participant* or *MREIS* staff members (individually or together). At this time, *MREIS* staff members and *Participants* can not introduce new evidence.

Sixth, upon completion of the above discussions, *Participant* and *MREIS* staff members will be asked to rejoin the panel and the panel shall deliver its decision in writing. The written decision, along with a copy of the appeals process will be provided to *Participant* prior to adjourning. The Executive Committee may approve, overturn or amend the CEO's and/or Policy Review Committee's determination and/or sanctions as the Executive Committee deems appropriate.

*Participant* may appeal the decision of the Executive Committee to the *MREIS* Board of Directors; provided, however, that such appeal may only be based on the failure of the Executive Committee to follow the above-described procedures and/or an alleged denial of due process.

Board of Directors Appeals Process: In the event that *Participant* wishes to appeal the decisions of the Executive Committee, it shall so notify *MREIS* in writing within ten (10) *Business Days* of the date of such determination. *Participant* must include with such notice a non-refundable filing fee of \$50. The notice must outline in as much detail as possible the manner in which the Executive Committee failed to adhere to the above-described procedures

and/or any other violation of due process that *Participant* alleges has taken place. The Board of Directors will review the request for appeals at the next regularly schedule Board of Directors meeting. At such meeting the Board of Directors shall vote on whether to grant such appeal. Any member of the Board of Directors who also served on the Policy Review Committee panel and/or Executive Committee that issued or reviewed the determination and sanctions in question must excuse her/himself from such vote. If the appeal is granted, *Participant* will have the right to address the Board of Directors at the next regularly schedule Board of Directors meeting or as is otherwise established by the Board of Directors. At such meeting *Participant* shall have the right to be represented by counsel, however, *Participant* shall not be authorized to present evidence other than evidence related to its allegations that the Executive Committee failed to follow the above-described procedures and/or that *Participant* was otherwise denied due process. Upon completion of *Participant's* presentation, the Board of Directors shall vote to either (a) uphold the decision of the Executive Committee; (b) overturn the decision of the Executive Committee; or (c) remand the matter to the Executive Committee for further review in accordance with any directives issued by the Board of Directors. Any member of the Board of Directors who also served on the Policy Review Committee panel and/or Executive Committee that issued or reviewed the determination and sanctions in question must excuse her/himself from such vote. Except as otherwise stated above, the Board of Directors meeting will be conducted in accordance with the *MREIS Bylaws*.

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## Addendum VIII

### MREIS Fees and Costs Schedule Participation Fees

SERVICE TYPE		INITIATION FEE	FEE	
			Month	Annual
1) REALTOR® Participant (*Appraiser Policy) <input type="checkbox"/>	<u>Member of the REALTOR® Association, real estate licensees or licensed &amp; certified appraisers</u> -subject to dues formula and Code of ethics; <i>Access</i> to full <i>Listing</i> database (actives, under contracts, sold, etc.)	\$100	\$175	\$2100
2) Non-Member Participant (*Appraiser Policy) <input type="checkbox"/>	A real estate licensee or licensed and certified appraiser who would otherwise qualify for REALTOR® membership, but chooses not to belong to the organization; may <i>Access</i> the full database.	\$925	\$234	\$2808
3) REALTOR® Affiliate Appraiser Participant (*Appraiser Policy) <input type="checkbox"/>	<u>Affiliate member of the REALTOR® Association, a licensed or certified appraiser</u> engaged exclusively in the appraisal profession (i.e. <u>does not maintain dual license</u> for the purposes of ever participating in real estate brokerage activity; may <i>Access</i> the full database.)	\$100	\$206	\$2472
* Appraiser Policy	Appraisers may join as a firm provided they meet the criteria outlined in the <i>MREIS</i> Appraiser Policy Statement that can be viewed at <a href="http://www.mreis.com">http://www.mreis.com</a> .			

### PARTICIPANT MONETARY FINES, FEES & PENALTIES

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

Item	Cost	Basis
Minor Violation:	\$25	Days to Correct First (See Section 7.1)
Minor – Automatic Violation:	\$25	Automatic
Medium Violation:	\$100	Days to Correct First (See Section 7.1)
Major Violation:	\$101-\$15,000	At Election Of MREIS (See Section 7.1)
Appeals Filing Fee:	\$50	Non-Refundable

In addition to the above sanctions, MREIS may pursue additional legal and equitable remedies for unauthorized access to and/or use of the *MLS*, including statutory damages under the U.S. Copyright Act (up to \$150,000 per infringement).

Item	Cost	Basis
Leave Of Absence:	\$100	See Section 6.4
<i>MREIS Reinstatement Fee:</i>	\$100	See Section 6.5
<i>Maine IDX Reinstatement:</i>	\$250	See Section 18.15. May escalate (double) with each repeat offense.
Late Payment:	\$10	Automatic

<b>Monthly Finance Charges:</b>	1.5%	On unpaid balance after 45 days.
<b>Collection:</b>	35%	Of Unpaid Balance
<b>First Public Web Site Solution Setup Fee:</b>	N/A	N/A
<b>Each Additional Public Web Site Solution Setup Fee:</b>	\$500	Setup
<b>First Public Web Site Monthly Fee:</b>	N/A	N/A
<b>Each Additional Public Web Site Monthly Fee:</b> (includes EACH Additional URL unless solely a redirect)	\$100	Quarterly
<b>VOW Setup Fee:</b>	\$600	Setup

**END USER MONETARY FINES, FEES & PENALTIES**

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

<b>Item</b>	<b>Cost</b>	<b>Basis</b>
<b>Minor Violation:</b>	\$25	See Section 7.1
<b>Minor – Automatic Violation:</b>	\$25	Automatic. See Section 7.1
<b>Medium Violation:</b>	\$100	See Section 7.1
<b>Major Violation:</b>	\$101-\$15,000	See Section 7.1
<b>Appeals Filing Fee:</b>	\$50	Non-Refundable
<b>Data Misappropriation:</b>	Up to \$15,000*	Yes*
<b>Training Reschedule Fee:</b>	\$25	Automatic
<b>Subscriber VOW Quarterly Fee</b>	\$200	Per Datafeed

\*Judicial Remedies for Data Misappropriation and Copyright Infringement: Statutory damages, from \$750 to \$30,000 up to \$150,000 if willful.

**CONSULTANT [VENDOR] - MONETARY FINES, FEES & PENALTIES**

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

<b>Item</b>	<b>Cost</b>	<b>Basis</b>
IDX Datafeed Setup Fee:	\$500	Per Datafeed
IDX Datafeed Quarterly Fee:	\$100	Per Datafeed
VOW Datafeed Setup Fee:	\$600	Per Datafeed
VOW Datafeed Quarterly Fee:	\$200	Per Datafeed
ListHub Channel Setup Fee:	\$1750	Per Datafeed
ListHub Channel Monthly Fee:	\$100	Per Datafeed
Third Party / All User Listings Plus Roster Setup Fee:	\$1750	Per Datafeed
Third Party / All User Listings Plus Roster Quarterly Fee:	\$500	Per Datafeed
Third Party - Company Only Listings Plus Roster Setup Fee:	\$200	Per Datafeed
Third Party - Company Only Listings Plus Roster Quarterly Fee:	\$50	Per Datafeed
Third Party - More Than One Firm Plus Roster Setup Fee:	\$500	Per Datafeed
Third Party - More Than One Firm Plus Roster Quarterly Fee:	\$200	Per Datafeed



Reinstatement Fee:	See Consultant's Obligations and Term and Conditions of Data Access Agreement	At Election Of MREIS
<b>Data Misappropriation:</b>	Up to \$15,000*	Yes*

\*Judicial Remedies for Data Misappropriation and Copyright Infringement: Statutory damages, from \$750 to \$30,000 up to \$150,000 if willful.

Note: (i) All owed but unpaid Fees, plus (ii) the costs of enforcing the Vendor Agreement and/or collecting any Fees owed hereunder (including, without limitation, reasonable attorneys' fees, whether or not a court action is commenced).

**Addition to Addendum VIII – April 2011  
Consultant/Vendor Violations – Fines and Sanction List**

[Note: Other Sanctions are detailed in PDAA]

1. **Revising a reviewed IDX site which creates an IDX violation after compliance review:** Minimum automatic \$1,000 fine per site up to \$7,500 per site depending on number of sites, volume of violations and length of time of violations. Revisions that violate IDX include but are not limited to removing or changing display of listing office name and contact information; adding programming such as RSS or GPS to IDX database; adding share-with features (such as ability to send a listing to Facebook) that create unauthorized single-listing advertising option without listing agent consent; posting individual listings of other companies outside of the IDX search. [Note: All vendors receive notice of changes to IDX Rules when they happen and are expected to comply in timeline provided with the change notice. MREIS will review any proposed site revisions of a previously authorized site so cannot excuse changes to sites that are never reported for review.]
2. **Failure to correct a reported IDX violation:** By 5 PM EST on the third (3) Business Day following notification of the violation, if not corrected fines are \$1,000-\$2,500 per day per site depending on number of sites and number/types of violations not corrected.
3. **Failure to take down an unauthorized site by 5 PM EST on the first Business Day, if required by MREIS or requested by Participant:** Automatic fine of \$2,500 increasing by \$1,000-\$2,500 per day based on number of sites and number/types of violations not corrected. In addition, may result in suspension or permanent termination.
4. **Repeat violations:** Vendors who have repeated violations after a first sanction of any type are subject to an additional automatic fine of up to \$5,000 and permanent suspension as a vendor. All sanctions must have been satisfied prior to continuation or reinstatement as a vendor.

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**GLOSSARY OF TERMS**  
(Revised: September 1, 2010)

As used in the *MREIS Rules & Regulations, Bylaws* and other *MREIS* documents and agreements the following italicized terms shall have the definitions provided for below:

*“Acceptable Listings”* means any *Listing* that is accepted by the *MLS* pursuant to the *MREIS Rules & Regulations*.

*“Access”* means any and all *Access* rights to the *MLS* granted pursuant to a *EULA* or *Vendor Agreement*.

*“Authorized Billing Representative”* means a *Person* that the Authorized Representative has designated to have access to the *Participant’s MREIS* financial records and to be authorized to make payments on behalf of the *Participant* and respond to all *MREIS* financial matters on behalf of the *Participant*.

“*Authorized Internet Web Site*” means *Maine IDX Subscriber’s* web site found at the URL address that shall be provided to *MREIS* by the *Maine IDX Subscriber*.

“*Authorized Representative*” means the individual *Person* appointed by *Participant* to represent *Participant* on all *MREIS* matters.

“*Authorized User(s)*” means any *Person* who is authorized in writing by *Participant* to use the *MLS* and/or to otherwise purchase or utilize services provided by *MREIS* (including, without limitation, any affiliated agent, staff member or third party *Vendor*).

“*Brand*” and “*Branding*” means any trademarks, logos or similar brands referring to a *Maine IDX Subscriber* or any third party.

“*Business Days*” means every calendar day except all Saturdays and Sundays and the following holidays: New Years Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and the immediately following Friday, Christmas Eve, and Christmas Day.

“*Bylaws*” means the most current version of the *Bylaws* of *MREIS*, as such may be amended from time to time hereafter, the most current version of the *Bylaws* being available at the *MREIS Web Site*.

“*Co-Brand*” and “*Co-Branding*” means using any two *Brands* of two or more parties for the purpose of providing users notice that the applicable *Maine IDX Subscriber’s Authorized Internet Web Site* is a product of the efforts and resources of such *Co-Branding* parties.

“*Confidential Maine IDX Data*” means that portion of a *Maine IDX Subscriber’s Maine IDX Data* that is not to be displayed by other *Maine IDX Subscriber’s*, as determined by *MREIS Rules and Regulations*.

“*Consultant*”: See *Vendor* definition.

“*Detail Display*” means any *Maine IDX Data Listing* display containing more than two horizontal lines of text display or displaying a photo of more than 150 pixels in height.

“*Duplicate Entry Listing*” means a *Listing* that is submitted into more than one listing category (for example “*Single Family*” and “*Commercial*”).

“*Ecommerce*” means the National Association of REALTORS® electronic billing program used by *MREIS*, as described on the *MREIS Web Site* under *Ecommerce* FAQs.

“*Effective Date*” means the date upon which *End User* completes the *MREIS* registration and login process and accepts the *EULA*.

“*Electronic Data Entry Screen*” means the data entry systems utilized by *End Users* to *Submit Listing* information to the *MLS* (currently as part of the *MLXchange System*).

“*End User*” means each *Person* (including, without limitation, each *Participant* and its *Authorized Users*) that has been approved by *MREIS* to *Access* and use the *MLS Compilation* in hard copy form, and/or, has been approved by *MREIS* to *Access* and use the *MLS Compilation* via the *MLS* and that has been provided with a *UserID* and *Password*.

“*End User License Agreement*” and/or “*EULA*” means the *End User License Agreement* that governs *End Users’ Access* to and use of the *MLS*, such agreement being presented to and accepted by *End Users* as part of the registration and login process (currently at [www.MaineListings.com](http://www.MaineListings.com)). As used in the *End User License Agreement*, the phrase “*EULA*” means, collectively, the terms and conditions of the *End User License Agreement* and the terms


and conditions set forth in the most current version of the *MREIS Rules & Regulations* and *Bylaws*.

“*Equipment Lease*” means a Lease Agreement executed by the *Participant* for the use of Key Card Readers and/or Lockboxes issued to said *Participant* for their firms use. All Equipment subject to said lease is the property of MREIS or its assigns. Equipment may be subject to a Financing Agreement with a third party.

“*Exclusive Agency*”: Contract giving the broker the right to collect a commission if a property is sold by anyone, excluding the owner, during the term of the agreement.

“*Exclusive Right To Sell* ”: Contract giving the broker the right to collect a commission if a property is sold by anyone, including the owner, during the term of the agreement.

“*Exempted Listings*” means those *Listings* described in Section 1.2(b) of the *MREIS Rules & Regulations*.

“*Fair Housing Logo*” means the following logo: 

“*First Search Results Page*” means the first web page displayed after a query of the *Maine IDX Database* via a *Search Page*.

“*Frame*” or “*Framing*” means the use of multiple independently controlled sections of a web site such that a web site can define the borders of a particular presentation while the remainder of the presentation is from another web site.

“*Fees and Charges*” means, collectively, the *Site License Fee(s)* and any and all other fees, charges, *Reinstatement Fees*, penalty payments and other costs and payments that are to be paid to MREIS by *Participant* or, if applicable, *Authorized Representative* or *End User* as set forth in the most current version of the *MREIS Rules & Regulations*, *Bylaws* and/or the *EULA*.

“*IDX*”, “*Maine IDX*” and “*Maine Internet Data Exchange*” all mean the process and systems provided and supported by MREIS (as is further described in Section 18 of the *MREIS Rules & Regulations*) that allows *Maine IDX Subscribers* (as defined in Section 18 of the *MREIS Rules & Regulations*) to display, via the Internet, *Maine IDX Data* (as defined in Section 18 of the *MREIS Rules & Regulations*) provided by other *Maine IDX Subscribers*.

“*IDX Smart & Easy*” means the web site and related *IDX* computer systems that have been and continue to be developed and updated by MREIS, such systems being in compliance with the applicable *MREIS Rules & Regulations* and being made available to *Maine IDX Subscribers* for customizing and framing within their own *Authorized Internet Web Site* (as defined in Section 18 of the *MREIS Rules & Regulations*).

“*Key Holder*” means a *Participant* or *End User* who has been issued a lock box key from the MREIS authorized Lock Box System in accordance with a Key Card Lease Agreement allowing access to Lock Boxes located on properties listed with the *MLS System*.

“*Key Holder Lease*” means a Lease Agreement executed by the *Participant* and *Key Holder* for the use of the lock box key issued by MREIS and Sentrilock, LLC.

“*Kickout Clause*” means a negotiated provision inserted into a purchase and sale agreement or addendum that allows the seller to force the buyer to either delete a specified contingency in the agreement or consent to the termination of the agreement so that the seller can accept another offer. The clause is typically triggered by the seller notifying the buyer that they have received another acceptable offer. The buyer then has a specified time period to give up the contingency targeted by the *Kickout Clause* or the agreement will be terminated.

“*Licensee*” means an individual who holds an active real estate license obtained through the Maine Real Estate Commission.

“*Listing(s)*” means the real estate or personal property and related *Property Listing Data Submitted* to the *MLS* by an *End User*.

“*Listing Pages*” means any page on the *Maine IDX Subscriber’s Authorized Internet Web Site* that presents *Maine IDX Data Listings*.

“*Listing Participant*” means the *Participant* that has *Submitted* the *Listing* in question.

“*MAR*” means the Maine Association of REALTORS®.

“*Maine IDX*” means the optional program that affords *MREIS Participants* the option of authorizing display of their active listings on other *Maine IDX Subscriber’s Authorized Internet Web Sites*.

“*Maine IDX Data*” means the *Property Listing Data* related to a *Maine IDX Subscriber’s* real estate *Listings* other than *Confidential Maine IDX Data* (as is further described in Section 18 of the *MREIS Rules & Regulations*).

“*Maine IDX Database*” means the aggregate compilation of all current *Maine IDX Data* or any subset thereof.

“*Maine IDX Data Listing*” means the real estate *Listing* information that is made available via the *Maine Internet Data Exchange*.

“*Maine IDX Logo*” means the following logo displayed at a size of at least 90 pixels by 45 pixels:



“*Maine IDX Subscriber*” means a *MREIS Participant* engaged in real estate brokerage by maintaining an office or Internet presence from which the *MREIS Participant* and/or its agents are available to represent real estate buyers and/or seller and that does not opt-out of the *Maine IDX* (as is further described in Section 18 of the *MREIS Rules & Regulations*).

“*Maine IDX Summary Logo*” means the *Maine IDX Logo* displayed at a size of at least 60 pixels by 30 pixels.

“*MLS*” means a real estate multiple listing service.

“*MLS Data*” means the *Property Listing Data* provided by a *MLS*.

“*MLS Software System*” means the Internet-enabled *MLS* computer system developed by or being licensed to *MREIS* by a third party technology provider.

“*MREIS*” means Maine Real Estate Information System, Inc.

“*MREIS Bylaws*” means the then-current bylaws of *MREIS* (the current version available at the *MREIS Web Site*).

“*MREIS Fees and Costs Schedule*” means the schedule of *MREIS* fees and costs that are made available as part of the *EULA* and/or as Addendum VIII of the *MREIS Rules and Regulations*.

“*MREIS Net*” means a separate Internet-enabled *MLS* computer system that will allow users with valid *UserIDs* and *Passwords* to retrieve *Listing* information and agent contact information in the event that the primary *MLS* system is unavailable.

“*MREIS PDQ*” means the *MLS* service that allows users with valid *UserIDs* and *Passwords* to retrieve *Listing* information and agent contact information via a Smartphone or PDA (personal digital assistant).

“*MREIS Rules & Regulations*” means the then-current version of the *MREIS Rules & Regulations* as such may be amended from time to time hereafter by *MREIS*, the most current version being available at the *MREIS Web Site*.

“*MLS*” means, collectively, the *MLS Compilation*, *IDX*, *IDX Smart & Easy*, *MLXchange System*, *MREIS Net*, *MREIS PDQ* and all other computer system software, hardware and data comprising the real estate multiple listing service databases and data feeds owned and/or operated by *MREIS*, specifically including, but not limited to, all computer hardware and software associated or used therewith, and *Property Listing Data Submitted* to and accessible via the *MLS*.

“*MLS Compilation*” means any and all compilations and formats in which the *MLS* compiles and presents the *Property Listing Data*, photographs, maps, virtual tours and other information *Submitted* to and accessible via the *MLS*, including, but not limited to, any bound book, loose leaf, computer databases, card or other format.

“*MREIS Vendor Fee Schedule*” means the then-current version of the *MREIS Vendor Fee Schedule* as such may be amended from time to time hereafter by *MREIS*, the most current version being available at the *MREIS Web Site*.

“*MREIS Web Site*” means *MREIS*’ Internet web site (currently located at [www.MaineListings.com](http://www.MaineListings.com)).

“*Net Listing*” means a *Listing* in which the *Participant* or, if applicable, *End User* receives, as commission, all excess money over and above the minimum sale price set by the seller.

“*Non-Submission Form*” means the then-current *Non-Submission Form* available at the *MREIS Web Site* (currently [www.MaineListings.com](http://www.MaineListings.com)).

“*Open Listing*” means a contractual agreement under which the *Listing Participant* acts as the agent or as the legally recognized non-agency representative of the seller(s) and the seller(s) agrees to pay a commission to the *Listing Participant* only if the property is sold through the efforts of the *Listing Participant*.

“*Participant*” means a *Person* who *MREIS* has approved to participate in the *MLS* pursuant to the *MREIS Bylaws*.

“*Participant Data Access Agreement*” (PDAA): See *Vendor Agreement* definition.

“*Password*” means the unique *Password* provided to each *End User* that *MREIS* approves to *Access* and use the *MLS* (as such *Password* may be changed by *End User* from time to time), such *Password* being coupled with a unique *UserID* so as to identify the particular *End User* accessing and using the *MLS* and so as to prevent the unauthorized use of the *MLS*.

“*Person*” means any individual, Sole Proprietorship, Partnership, Corporation, Limited Liability Company, Limited Partnership, Joint Venture or any other legal entity.

“*Primary Photo*” means the image for any *Listing* that is placed by the *Listing Participant* in the first photo position.

“*Property Listing Content*” means the real estate *Listing* content including but 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 and any other data, information and/or materials *Submitted* to the *MLS* by an *End User*.

“*Quarterly Fee*” means collectively, any and all recurring fees, charges and other costs and payments that are to be paid to *MREIS* by a *Vendor* as set forth in the most current version of the *MREIS Vendor Fee Schedule* and such fees that are to be paid to *MREIS* by a *Participant* for any and all additional Public Website Solutions as set forth in the most current version of the *MREIS Rules and Regulations* under “Participant, Monetary fines, fees & Penalties”.

“*Reinstatement Fee*” means any fee that must be paid following termination or suspension of *Access* to the *MLS* due to a violation prior to *Access* being reinstated.

“*Required Listings*” are those *Listings* that must be *Submitted* to the *MLS* pursuant to the *MREIS Rules & Regulations*.

“*Scraping*” means the process by which a third party can *Access* and duplicate substantial portions of the *Maine IDX Database* for use and presentation at another Internet web site.

“*Search Page*” means any web page on the *Maine IDX Subscriber’s Authorized Internet Web Site* that enables a user to query the *Maine IDX Database*.

“*Setup Fee*” means collectively, any and all initial fees, charges and other costs and payments that are to be paid to *MREIS* by a *Vendor* as set forth in the most current version of the *MREIS Vendor Fee Schedule* and such initial fees that are to be paid to *MREIS* by a *Participant* for any and all additional Public website solutions as set forth in the most current version of the *MREIS Rules and Regulations* under “Participant, Monetary fines, fees & Penalties”.

“*Site(s)*” means each of *Participant’s* separate business locations where the *MLS* is utilized and that meets one of the following criteria: (1) the location is an office or a branch office that is, or should be, licensed by the Maine Real Estate Commission; or (2) the location is being advertised or otherwise held out to the public as being one of *Participant’s* places of business. For further information regarding whether a *Participant* has one or more *Site(s)*, please see Addendum II of the *MREIS Rules and Regulations*.

“*Site License Fee(s)*” means the fee charged to *Participant* or, if applicable, *End User* pursuant to the *EULA* and the *MREIS Rules & Regulations* as consideration for *Participant’s* and *End User’s* (and/or their *Authorized Users*) *Access* to and use of the *MLS*

“*Smart Framing*” means the process by which a *Framing* web site automatically updates its *Frame*, border and/or content based on the content of the third party site being framed.

“*Summary Display*” means any *Maine IDX Data Listing* display containing two horizontal lines or less of text display or displaying a photo of less than 150 pixels in height

“*Submit*”, “*Submitted*” or “*Submitting*” means the act of electronically *Submitting* Property Listing Data to the *MLS* utilizing the *Electronic Data Entry Screen*.

“*Unacceptable Listings*” means those *Listings* described in Section 1.2(c) of the *MREIS Rules & Regulations*.

“*UserID*” means the unique user identification that is provided to each *End User* that *MREIS* approves to *Access* and use the *MLS*, such *UserID* being coupled with a unique *Password* so as to identify the particular *End User* accessing and using the *MLS* and establish such *End User’s* authorized *Access Level*.

“*Vendor*” means any third party that wishes to *Access* the *MREIS MLS* for purposes of selling its own products and services to *End Users*. The term *Vendor* is used interchangeably with the word *Consultant*, and *Consultant* is the term used in the *Participant Data Access Agreement (PDAA)*.

“*Vendor Agreement*” means the written or electronic agreement to be executed and/or otherwise accepted by any third party *Vendor* that wishes to *Access* the *MREIS MLS* for purposes of selling its own products and services to *End Users*. The term *Vendor Agreement* is used interchangeably with the words *Participant Data Access Agreement (PDAA)*.

“*VOW*” and “*Virtual Office Website*” means a website through which consumers receive real estate brokerage services, including the opportunity to search for *Listing* data subject to a *Participant’s* oversight, supervision and responsibility, all as is further described in Section 19 to the *MREIS Rules & Regulations*.

**02 DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION**

**039 REAL ESTATE COMMISSION**

**Chapter 410: MINIMUM STANDARDS OF PRACTICE**

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**Summary:** This chapter clarifies and establishes standards for practicing real estate brokerage.

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**1. Advertising**

1. Definitions

- A. Advertise. “Advertise,” “advertising” and “advertisement” include all forms of representation, promotion and solicitation disseminated in any manner and by any means of communication for any purpose related to real estate brokerage activity, including, at a minimum, advertising the sale or purchase of real estate or promotion of real estate brokerage services conducted by mail, telephone, the Internet, the World Wide Web, E-mail, electronic bulletin board or other similar electronic common carrier systems, business cards, signs, television, radio, magazines, newspapers, and telephonic greetings or answering machine messages.
- B. Contact information. “Contact information” means information as to how the public can contact the real estate brokerage agency either by phone or in person at the agency’s place of business as licensed by the Commission.
- C. Prominent. “Prominent” means standing out so as to be seen easily; conspicuous; particularly noticeable.

2. *(Repealed)*

3. *(Repealed)*

4. *(Repealed)*

4-A. Advertising by Real Estate Brokerage Agencies

Real estate brokerage advertisements must contain the trade name and contact information of the real estate brokerage agency as licensed by the Commission. The trade name and contact information of the agency must be prominently displayed or presented.

In addition, the designated broker may authorize an advertisement that includes the name, telephone number, slogan, logotype or photo of an affiliated licensee or group or team of affiliated licensees as part of the brokerage services being offered by the real estate brokerage agency. The affiliated licensee or group or team of affiliated licensees may not independently engage in real estate brokerage.

5. Written Permission of Owner Required to Advertise

A real estate brokerage agency or its affiliated licensees shall not advertise any real estate for sale without first obtaining the written permission of the owner or the owner's authorized representative.

6. Advertising of Exclusive Listing Held by Another Agency

A real estate brokerage agency or its affiliated licensees shall not publish or cause to be published an advertisement that makes reference to the availability of real estate which is exclusively listed for sale by another real estate brokerage agency unless the licensee obtains the prior written consent of the designated broker who has been authorized by the owner to provide consent.

7. Deception and Misrepresentation Prohibited

Advertising must be free from deception and shall not misrepresent the condition of the real estate, terms of the sale or purchase, real estate brokerage agency policies, or real estate brokerage services.