



RULES AND REGULATIONS

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SECTION 1: LISTING PROCEDURES

1. **REQUIRED LISTING CHARACTERISTICS:** Listings submitted to Canopy MLS shall possess all the following characteristics:

- (a) **Real property:** The subject of the listing must be real property, for sale, exchange or lease.
- (b) **Broker-in-Charge:** The listing must belong to a real estate brokerage, and be subject to a [Broker-in-Charge](#).
- (c) **Property categories:** The listing must qualify for one of the following property categories:
 - (i) residential
 - (ii) residential multi-unit
 - (iii) lots/acres/farms
 - (iv) commercial sale
 - (v) commercial lease
 - (vi) residential lease

(d) **Listing agreement:** The listing must be subject to an [Exclusive Right to Sell Listing Agreement](#) or an [Exclusive Agency Listing Agreement](#), as such terms are defined by NAR.

(e) **Signatures of Seller(s):** All owners having an ownership interest should sign the listing agreement.

If the property was most recently owned by a person who is now deceased, the deceased owner's will, or applicable law if the deceased owner died without a will, will determine the correct party(ies) to sign the listing agreement.

If the owner of the property is a corporation, limited liability company, trust or other legal entity, the entity should be named as the [Seller](#) and a duly authorized officer, manager, trustee or other legal representative of the entity should sign the listing agreement on the entity's behalf.

A non-owner spouse should be named as Seller because the non-owner spouse will be required in most cases to sign the deed to release certain marital rights in the property. If a married owner has signed and recorded a pre-nuptial agreement, post nuptial agreement, or a free trader agreement, consult an attorney to determine whether the non-owner spouse will be required to sign the deed.

When the Seller of a property does not hold title but has a contract to receive title on the property, the Listing Brokerage must indicate, "Seller does not yet own," in the "Ownership Period" field.

NOTE: Entering a listing in the MLS without a valid, signed listing agreement is a Category II violation as described in Section 8.4.2 and carries a fine.

(f) **Details on listings submitted to Canopy MLS:** When a listing is submitted to Canopy MLS, the Listing Brokerage shall complete the listing agreement and property data form in every detail which is reasonably ascertainable. The Listing Brokerage shall not enter the listing into the MLS system unless all required fields on the property data form and listing agreement are filled. When "other" is used in any field of a listing, the Listing Brokerage shall provide an explanation in the remarks field.

(g) **Accuracy of listing data:** Member Participants and [Subscribers](#) are required to submit accurate listing data and required to correct any known errors.

- (h) **Listing price specified:** The Listing Brokerage must include the full gross listing price stated in the listing agreement in the information submitted to Canopy MLS, unless the property is subject to auction. If the property is subject to auction, the listing must include an actual list price, assessed value, starting bid or market value in the list price field.
- (i) **Termination date of listings:** Listings submitted to Canopy MLS shall bear a definite and final termination date as negotiated between the Listing Brokerage and the Seller.

1.1. REQUIRED LISTINGS: All [Exclusive Right to Sell](#) and [Exclusive Agency](#) listings meeting the requirements of Section 1 and located within the [Canopy MLS Service Area](#) are required to be submitted to the MLS, except for properties described as optional listings in Section 1.2 below.

NOTE: Failure to input a new listing required to be entered into the MLS system is a Category III violation as described in Section 8.4.3 and carries a fine.

1.1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF CANOPY MLS: All listings taken by [Member Participants](#) are subject to the *Canopy MLS Rules and Regulations*. The [Listing Brokerage](#) must input each listing required to be submitted to Canopy MLS after obtaining the [Seller's](#) signature on the listing agreement and within one (1) business day of the "[Effective Date](#)" (or, if applicable, the "Marketing Date" as it is known in North Carolina) or the beginning date of the term of the listing (for South Carolina).

Canopy MLS prohibits the listed property from being previewed or shown by the Seller or any real estate agent, including the Firm's agents, prior to the Marketing Date or the beginning of the term of the listing, unless the listing is a [Firm Exclusive](#) listing as defined in Section 1.2.1 below.

1.1.2 CLEAR COOPERATION POLICY: Within one (1) business day of marketing a property to the public, the [Listing Brokerage](#) must submit the listing to the MLS for cooperation with other MLS [Member Participants](#). Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including [IDX](#) and [VOW](#)), digital communication marketing (email blasts), multi-brokerage listing sharing networks and applications available to the general public.

NOTE: Exclusive listing information for required property categories must be filed and distributed to other MLS Member Participants for cooperation. This applies to any listing filed under Section 1.1 and any listing exempt from distribution under Section 1.2.1 of the *Canopy MLS Rules and Regulations* if the listing is being publicly marketed, and any other situation where the Listing Brokerage is publicly marketing an exclusive listing that is required to be filed with Canopy MLS and is not currently available to other MLS Member Participants.

1.2 OPTIONAL LISTINGS: The [Listing Brokerage](#) may, with the informed consent of the [Seller](#)/landlord, submit the following types of listings to the MLS.

(a) **Properties for lease:** The Listing Brokerage may submit to the MLS real property for lease, listed subject to a written agency agreement between a landlord and real estate broker to procure tenants or receive rents for the landlord's property – which makes it possible for the Listing Brokerage to cooperate with other [Member Participants](#) of the MLS.

(b) **Outside the Canopy MLS Service Area:** Canopy MLS will accept but cannot require listings of property located outside the [Canopy MLS Service Area](#).

(c) **Commercial listings**

- (d) **Auction properties:** Canopy MLS accepts exclusively listed property that is subject to auction ([Absolute Auction](#), [Auction With Reserve](#) or [Online Auction](#)); however, any listing submitted must be entered into within the scope of the Listing Brokerage’s licensure and in accordance with all other requirements for listing input. Such listings must include an “Actual List Price,” “Assessed Value,” “Starting Bid” or “Market Value” in the List Price field, and all required fields must be completed. If a “Starting Bid” cannot be established, then an “Actual List Price,” “Assessed Value” or “Market Value” must be input into the List Price field. The auction firm name/auctioneer and auction firm/auctioneer license number must be included in the Public Remarks field, but no other contact information may be included in the Public Remarks. Any other contact information or bidding website, if applicable, must be included in the Agent Remarks.
- (e) **Fractional listings:** Canopy MLS will accept [Fractional Listings](#), [Stock Cooperative Listings](#) but not [Timeshare Listings](#). If a Member Participant chooses to enter a Fractional Listing into the MLS:
- (i) “Fractional Ownership” under the Special Conditions field must be selected, and
 - (ii) the number of shares or amount of ownership must be expressed as either a percentage or a fraction (for example: “fractional ownership of 75%” or “fractional ownership of $\frac{3}{4}$ ”) in the first line of the Public Remarks field.

Shares of an LLC cannot be listed in Canopy MLS, because the sale of shares of an LLC involves legal situations that are not typical of real estate sales.

- (f) **New Construction that is “proposed” and “under construction”:** The Listing Brokerage may submit [New Construction](#) properties to the MLS that are “proposed” and “under construction” that have not received a certificate of occupancy. If a New Construction property is not already under contract when the certificate of occupancy is issued, and the property meets the requirements of Section 1, then the property is required to be submitted to the MLS. If the property is under contract at the time the certificate of occupancy is issued, then the property may be either:
- (i) entered as a new listing and immediately updated to under contract status, or
 - (ii) entered for comparable purposes after it closes (see Section 3.6).

1.2.1 EXEMPT LISTINGS: If the [Seller](#) refuses to permit the listing to be disseminated by Canopy MLS, the [Listing Brokerage](#) may then take the listing as a [Firm Exclusive](#), and such listing shall be filed with Canopy MLS but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the Seller that the Seller does not desire the listing to be disseminated by Canopy MLS. The Listing Brokerage may use the “[Firm Exclusive Agreement](#)” form affirming that the Seller(s) do not want the listing to be disseminated by Canopy MLS.

The Listing Brokerage **MUST** register the Firm Exclusive listing with Canopy MLS within two (2) business days from the [Effective Date](#) of the listing agreement. (In the MLS system, under Resources, select Canopy MLS Forms, then select Firm Exclusive Registration.)

NOTE 1: Section 1.2.1 is not required for optional listings described in Section 1.2.

NOTE 2: MLS [Member Participants](#) must distribute Firm Exclusive listings within one (1) business day once the listing is publicly marketed. See Section 1.1.2: Clear Cooperation Policy.

NOTE 3: A violation of this rule is a Category II violation as described in Section 8.4.2.

1.3 PROHIBITED LISTINGS: Canopy MLS does not regulate the type of listings [Member Participants](#) may take. However, Canopy MLS does not accept:

- (a) [Net Listings](#)
- (b) [Open Listings](#)
- (c) Business opportunities (including but not limited to shares of an LLC).
- (d) Listings that are co-listed with other licensees who are not Member Participants or [Subscribers](#) of Canopy MLS must not be entered into the MLS.

1.4 LIMITED SERVICE LISTINGS are agreements under which the [Listing Brokerage](#) will not provide one, or more, of the following services:

- (a) Arranging appointments for [Cooperating Brokerages](#) to show listed property to potential purchasers, but instead giving Cooperating Brokerages authority to make such appointments directly with the [Seller\(s\)](#);
- (b) Accepting and presenting to the Seller(s) offers to purchase procured by Cooperating Brokerages, but instead giving Cooperating Brokerages authority to present offers to purchase directly to the Seller(s);
- (c) Advising the Seller(s) as to the merits of offers to purchase;
- (d) Assisting the Seller(s) in developing, communicating or presenting counter-offers; or
- (e) Participating on the Seller(s) behalf in negotiations leading to the sale of the listed property

The Listing Brokerage must identify any [Limited Service Listing](#) by entering “Limited Service” in the Listing Service field in the MLS system to inform potential Cooperating Brokerages, prior to them initiating efforts to show or sell the property, of the extent of the services the Listing Brokerage provides to the Seller(s), and any potential for the Seller(s) to ask the Cooperating Brokerages to provide some or all of these services.

NOTE: Failure to indicate that a listing is a Limited Service Listing is a Category II violation as described in Section 8.4.2 and carries a fine.

1.5 DUPLICATE LISTINGS: Duplicate listings can be misleading, skew statistics and make Comparative Market Analyses (CMAs) cumbersome. No more than three active listings are allowed in the MLS system per Parcel ID number. All duplicate listings must be cross referenced in the “Public Remarks” field with the additional MLS numbers, and each listing must be maintained concurrently. If the property sells, the [Listing Brokerage](#) must report the pending sale and closing on only one listing, and change any additional listings to Temporarily off Market status while the sale is pending and Withdrawn status upon closing.

- (a) Examples of prohibited duplicate listings:
 - (i) Properties cannot be listed as a “three-bedroom” listing and as a “four-bedroom” listing, entered once in each of two different [Subdivisions](#), in more than one city, county, zip code, property style, etc.

- (ii) A condo/townhouse unit cannot be entered as a [Single-Family](#) listing. Conversely, a Single-Family unit cannot be entered as a condo/townhouse listing.
- (iii) A listing cannot be added more than once to gain additional exposure as another “new” listing, to obtain an extension for a listing or if a mistake was made when entering information on a listing. Rather, Canopy MLS should be contacted for assistance to update an expiration date or correct the error.
- (iv) Properties that are co-listed cannot be listed more than once.
- (v) Sometimes more than one broker claims to have a valid listing agreement for the same property. Always search the database prior to entering a new listing to ensure that a listing is not a duplicate. Generally, Canopy MLS does not determine the validity of claims of competing contracts. The brokers and [Seller](#) are responsible for resolving the validity questions prior to entering a listing into the MLS.

NOTE: Entering a listing into the MLS without a valid written listing agreement and failure to withdraw a listing upon termination of a listing agreement are both Category II violations as described in Section 8.4.2 and carry a fine.

- (b) Examples of permissible duplicate listings:
 - (i) Properties with multiple parcels can be listed together, separately or both; however, properties can be listed separately only if they can be purchased separately. Listings of property to be subdivided must comply with Section 1.20.
 - (ii) A residential property listed for sale that can also be leased can be listed in the rental section as well.
 - (iii) A property with a structure on it that is marketed for the land value can be listed under lots/acres/farms and other applicable property categories(s) (e.g., residential, commercial, etc.).
 - (iv) A duplicate listing can be submitted in the applicable property type(s) when the highest and best use is inconsistent with current zoning. If the property is non-conforming or requires rezoning (e.g., a residential property listed as commercial), it must be disclosed in Public Remarks.
 - (v) [New Construction](#) listings with model homes proposed can have a single listing for each model offered by the builder, provided that there are sufficient lots to build all entries. Each listing must be attached to a specific lot or condo unit, a specific floor plan, and the list price must be reflective of the lot on which it is listed. Additionally, each listing must provide a valid address, legal description and accurate zoning. If there is no street number, then use the lot number in the Street Number field as well as the Lot/Unit field.
 - (vi) A residential listing with a rental unit (attached or a separate building) can be listed under the residential property category with a second living quarters and also under the residential multi-unit property category.
 - (vii) Properties can be listed by the same broker under multiple firms.
 - (viii) “Flip/Seller-does-not-yet-own” listings: “LISTING A” must be reported as Under Contract-No Show status upon execution of the purchase agreement, indicating that “SELLER A” is no longer seeking showings or backup offers. “LISTING B” (the flip) will appear as Active status in the system. “LISTING B” must indicate “Seller does not yet own,” in the Ownership Period field (see Section 1(f)). Both sales, “LISTING A” and “LISTING B,” must be reported as Closed status.

In the event of a [Short Sale](#), if the sale of "LISTING A," and subsequently also the sale of "LISTING B," depends upon third-party approval of the contract to purchase, then that must be disclosed in the Public Remarks field of both listings. Canopy MLS recommends the following disclosures in the Agent Remarks:

LISTING A: *This property is subject to a purchase agreement, and the buyer has re-listed the property for sale. Refer to MLS#__ for showings and offers.*

LISTING B: *Property subject to a purchase agreement that is a Short Sale and requires third-party approval. Seller does not yet own the property. Closing will occur upon Seller procuring a subsequent buyer at favorable terms.*

- 1.6 RETENTION OF RECORDS:** The [Listing Brokerage](#) must keep on file the originals of all the listing forms in accordance with state licensing law and must make them available to the MLS upon request.

NOTE: Failure to provide Canopy MLS with requested documentation within two (2) business days is a Category II violation as described in Section 8.4.2 and carries a fine.

- 1.7 CORRECT PLACEMENT OF LISTING AGENT, LISTING BROKERAGE AND SELLER BRANDING ON MLS LISTINGS:** [Branding](#) is prohibited within Photos and these fields: Photo Captions, Directions, Public Remarks and Restrictions Description. Text in these fields should only pertain to the subject property or transaction.

In addition, Photos and the fields for Photo Captions, Directions, Public Remarks and Restrictions Description cannot include content such as:

- (a) any reference to a TV showing of the property; or
- (b) instructions to place offers on eBay or other auction websites.

- 1.8 SECURITY OF PROPERTY:** The [Listing Brokerage](#) must not put combination lockbox codes or security system codes in any field of the MLS system.

- 1.9 SELLER'S NAME ON LISTING:** If [Seller\(s\)](#) (excluding [Member Participants](#) and [Subscribers](#) of Canopy MLS) indicate on the listing agreement to withhold their names and other contact information, the [Listing Brokerage](#) may honor this stipulation and not submit that information to Canopy MLS.

- 1.10 SUBDIVISION LIST:** The [Listing Brokerage](#) must provide verification of any new [Subdivision](#) or complex name to be added to the MLS system before Canopy MLS will add it to the list. Appropriate forms of verification (in order of preference) are a copy of a deed or a copy of the approved Subdivision plat map. If the marketing name is different from the name that was recorded in the Register of Deeds, then a photograph of the entry monument, or a professionally designed brochure or website for the Subdivision, can accompany a copy of a deed or a copy of the approved Subdivision plat map. Any request to add a Subdivision or complex name that cannot be verified as described by this rule must be approved by the Canopy MLS Board of Directors. Canopy MLS staff does not accept complaints alleging "incorrect subdivision" regarding neighborhoods or Subdivisions without defined boundaries.

- 1.11 LISTING EDIT POLICY:** [Member Participants](#) and [Subscribers](#) may request Canopy MLS staff to enter their listings into the computer for \$50 per listing.

The Canopy MLS [Listing Edit Policy](#) describes the types of changes to listing information that Canopy MLS staff are permitted to make. Changes must be requested in writing (email is acceptable) by the [Listing Brokerage](#). In order for Canopy MLS staff to withdraw a listing, the Member Participant must submit the request in writing (email is acceptable).

- 1.12 CHANGE OF STATUS OF LISTING:** The [Listing Brokerage](#) must input any change in listed price or other change in the original listing agreement, only when authorized in writing by the [Seller\(s\)](#) and within two (2) business days after the Listing Brokerage receives the authorized change.

NOTE: A violation of this rule is a Category II violation as described in Section 8.4.2 and carries a fine.

- 1.12.1 LISTING MANIPULATION:** The listing must reflect the correct status at all times and may not be inactivated through a change of status and then be reactivated to cause the listing to appear as new. The only valid reasons for changing a listing number is the execution of a new listing agreement by a new office, or the execution of a new listing agreement on a property by the same brokerage which is dated following the expiration or withdrawal of the prior agreement.

Withdrawn status, as it is defined in Section 1.12.2(i) below, means the listing contract has been terminated (no longer in force) prior to the expiration of the term of the contract. If the listing agreement has not been terminated, Temporarily off Market status should be used instead of Withdrawn status.

The system's CDOM will reset to zero after 90 days off the market.

NOTE: A violation of this rule is a Category II violation as described in Section 8.4.2 and carries a fine.

- 1.12.2 LISTING STATUSES:** Canopy MLS uses the following status types to indicate a property's availability:

- (a) **Active:** The listing is available with no contingencies, contract or rental application registered against it. [Short Sale](#) listings cannot be left on Active status while the buyer and [Seller](#) are waiting for lender approval of the contract. Days on Market (DOM) and Cumulative Days on Market (CDOM) accrue from the date entered in the Marketing/Active Date field.
- (b) **Under Contract-Show:** The listing is under contract but is still available for showing, and backup offers are being solicited. DOM and CDOM do not accrue. Listings remain in Under Contract-Show status until the [Listing Brokerage](#) changes the status.
- (c) **Under Contract-No Show:** The listing is under contract, showings are no longer being sought and backup offers are not being solicited. DOM and CDOM do not accrue. Listings remain in Under Contract-No Show status until the Listing Brokerage changes the status.
- (d) **Coming Soon-No Show:** Coming Soon-No Show (CSNS) status indicates that the Listing Brokerage and the Seller are preparing the property for sale before marketing in Active status. CSNS status provides a method for the Listing Brokerage

to notify other [Member Participants](#) and [Subscribers](#) of properties that will be made fully available for showing and marketing after preparations have been completed. CSNS status is not intended to give the Listing Brokerage an advantage in finding a buyer for the property to the detriment of cooperating brokers, nor is it intended to circumvent the sale of the property on an open market. The following rules apply to CSNS status:

- (i) There must be a valid listing agreement between the Seller and the Listing Brokerage.
- (ii) The listing does not begin accruing DOM until it moves to Active status.
- (iii) Listings in CSNS status must obtain Seller approval (see [Coming Soon-No Show Status Seller Authorization](#)).
- (iv) While the property is in CSNS status, the Seller and the Listing Brokerage may not promote or advertise the property in any manner other than as “coming soon.”
- (v) CSNS status is for short-term use to prepare for Active status, and can only be used for 21 days or less.
- (vi) A Listing Brokerage may not relist a property in CSNS status unless the listing has been in Expired or Withdrawn status for more than 90 days, the property is listed with a new brokerage firm or the property has been sold or rented. Listings may not be transferred from any other status to CSNS.
- (vii) Properties in CSNS status may not be shown.

NOTE: Any showing of a property in CSNS status disqualifies the property from that status and is a Category IV violation as described in Section 8.4.4 and carries a fine assessed to the listing agent.

- (e) **Application Received:** The property is available but a rental application has been registered on it. Application Received status listings are available for showing.
- (f) **Closed:** The property is rented or sold and settled.
- (g) **Temporarily off Market:** The listing contract remains in force between the Listing Brokerage and the Seller, but the listing is not currently being marketed through the MLS. Under this status there are no property showings or open houses. Sign removal is not required. The listing must be edited and returned to Active if showings are resumed. The status must be changed in the MLS within two (2) business days of the Seller notifying the Listing Brokerage. DOM and CDOM do not accrue. A listing in Temporarily Off Market status may not be listed with another firm. The listing will automatically change to Expired status on the expiration date.
- (h) **Expired:** Listings automatically expire on the expiration date unless prior to that date the Listing Brokerage extends or renews the listing agreement and updates the Expiration Date field in the MLS system. The Expiration Date field cannot be changed to a date prior to the current expiration date. If the Expiration Date field must be changed to an earlier date, Canopy MLS requires the request to be submitted in writing, and the listing agreement or other Seller documentation must be provided with the request.

- (i) **Withdrawn:** The listing contract has been terminated (no longer in force) prior to the expiration of the term of the contract. Only Member Participants with head-broker or office-broker permissions in the MLS system can withdraw listings, except for residential lease listings, which may be withdrawn by the listing Subscriber. A listing in Withdrawn status may be listed with another firm. Withdrawn listings cannot be returned to Active status.

1.13 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: Listings may be withdrawn from Canopy MLS by the [Listing Brokerage](#) before the expiration date of the listing agreement only when authorized by the [Seller\(s\)](#) and agreed to by the Listing Brokerage in writing. A copy of the agreement must be made available to Canopy MLS upon request.

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

NOTE: A violation of this rule is a Category II violation as described in Section 8.4.2 and carries a fine.

1.14 NAMED PROSPECTS EXEMPTED: [Seller\(s\)](#) may name prospects who are exempt from the listing agreement. The Listing Brokerage must clearly distinguish [Exclusive Right to Sell](#) listings with named prospects exempted by entering "Exclusive Right With Exception" in the Listing Agreement Type field in the MLS system.

1.15 EXPIRATION OF LISTINGS: Listings submitted to the MLS automatically expire on the expiration date specified in the listing agreement unless prior to that date the [Listing Brokerage](#) extends or renews the listing agreement. The [Seller\(s\)](#) must sign the extension or renewal of listing and the Listing Brokerage must report the extension or renewal to the MLS. If the Listing Brokerage renews or extends the listing within 30 days after it has expired, the Listing Brokerage may either return the listing to Active or enter a new listing. After 30 days, the Listing Brokerage must enter a new listing.

If the listing agreement expires while a listing is in Under Contract-Show or Under Contract-No Show status and no sale occurs, and the Listing Brokerage has not extended or renewed the listing agreement, then the Listing Brokerage must change the status of the listing to Withdrawn status within two (2) business days.

NOTE: Failure to report a listing's change of status within two (2) business days is a Category II violation as described in Section 8.4.2 and carries a fine.

1.16 LISTINGS OF EXPELLED OR SUSPENDED MEMBER PARTICIPANTS: When Canopy MLS expels or suspends a [Member Participant](#) for failing to abide by a membership duty – i.e., being in violation of the Code of Ethics, Canopy Realtor® Association Bylaws or bylaws of the association to which they belong, Canopy MLS Bylaws, *Canopy MLS Rules and Regulations* or other membership obligations except failure to pay appropriate dues, fees or charges – Canopy MLS must retain all listings currently submitted to the Canopy MLS by the expelled or suspended Member Participant, at the Member Participant's option, until Closed, Withdrawn or Expired, and Canopy MLS must not renew or extend the listings beyond the termination date of the listing agreement in effect when the suspension became effective. If a Member Participant has been expelled or suspended from Canopy MLS for failure to pay appropriate dues, fees or

charges, Canopy MLS is not obligated to provide services, including continued inclusion of the expelled or suspended Member Participant's listings in the Canopy MLS Compilation of current listing information. Prior to any removal of an expelled or suspended Member Participant's listings from the Canopy MLS, Canopy MLS will advise the expelled or suspended Member Participant in writing of the intended removal so that the expelled or suspended Member Participant may advise his/her clients.

1.17 LISTINGS OF RESIGNED MEMBER PARTICIPANTS: When a [Member Participant](#) resigns, Canopy MLS is not obligated to provide services, including continued inclusion of the resigned Member Participant's listings in the Canopy MLS Compilation of current listing information. Prior to any removal of a resigned Member Participant's listings from Canopy MLS, Canopy MLS must advise the resigned Member Participant in writing of the intended removal so that the resigned Member Participant may advise his/her clients.

1.18 MEDIA: At least one digital image (photo/plat map/rendering) of each property listed in the MLS shall be submitted to Canopy MLS prior to saving the listing as Active, except where [Sellers](#) expressly direct that photographs of their property not appear in the MLS compilations. However, an image or photo is not required of any listing in Coming Soon-No Show status until such time that the listing's status is changed. Written documentation requesting that a digital image not be submitted, signed by the Seller, should be available for review if requested by Canopy MLS. At least one photo must be an exterior view of the property structure for sale with the exception that for land, a plat or map of the specific property is acceptable. All photos uploaded must be representative of the property, landscape, views, neighborhood and surrounding community. If using a photograph (excluding artist renderings) that is similar to but not a photograph of the actual listing, users must include a disclaimer "example photo" across the photograph.

1.18.1 VIRTUAL STAGING:

- (a) **Prohibited Inclusions:** Modifying photo(s)/rendering(s) to include visual elements not within a property owner's control **is strictly prohibited**. Example: Editing in a view of the Charlotte skyline or football stadium that is not physically possible from the specified location in the real world.
- (b) **Prohibited Exclusions:** Modifying photo(s)/rendering(s) to exclude visual elements not within a property owner's control **is strictly prohibited**. Example: Removing power lines, water towers and/or nearby highways.
- (c) **Permitted Uses:** Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. Permitted personal property modifications include, but are not limited to:
 - (i) Applying digital photos of furniture, mirrors, artwork, plants, etc. into a photo of an empty room.
 - (ii) Removing existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.

Disclosure of virtually-staged photo(s) is required to be readily visible on the image, and a nonstaged image must be included immediately following or preceding the virtually-staged photo(s).

- (d) **Permitted Virtual Staging and Listings of Properties Not Fully Constructed:** [Virtually-staged](#) photo(s)/rendering(s) on either “proposed” or “under construction” listings is permitted for all facets of real property to be conveyed to a buyer in a sale. Disclosure of virtually-staged photo(s)/rendering(s) is required on the image.

1.19 CANOPY MLS RIGHT TO EDIT OR DELETE A LISTING: Canopy MLS reserves the right to delete or edit a listing that violates the *Canopy MLS Rules and Regulations* or any applicable laws upon advice of legal counsel and may make administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.

1.20 LISTINGS OF PROPERTY TO BE SUBDIVIDED: Property that is to be subdivided shall be listed in the MLS only when:

- (a) the proposed division is exempt from the local [Subdivision](#) ordinance, or
- (b) when the property is subject to a purchase contract that satisfies all of the requirements of applicable law.

Participants are encouraged to obtain advice from legal counsel to determine whether either of the above conditions has been satisfied. Canopy MLS does not determine whether such condition or conditions have been satisfied and makes no representation as to whether any listing in the MLS does or does not comply with such condition(s). Upon listing a property that does not have final Subdivision approval, the [Member Participant](#) shall be deemed to have represented to Canopy MLS and to all other Member Participants that one or the other of the above conditions has been satisfied.

1.21 PROPERTY ADDRESSES: At the time of filing a listing, [Member Participants](#) and [Subscribers](#) must include a property address available to other Member Participants and Subscribers, and if an address does not exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

1.22 SHORT SALES: Potential [Short Sales](#) must be disclosed when reasonably known to the [Listing Brokerage](#) by selecting “Short Sale Subject to Lender or Other 3rd Party Approval” in the [Special Conditions](#) field. Such disclosure must occur at the time of MLS input, if known, or within one (1) business day upon receipt of such knowledge. All confidential information related to Short Sales must be communicated through dedicated fields or confidential “remarks” available only to Member Participants and Subscribers, i.e., the [Agent Remarks](#) field.

SECTION 2: RULES AND PROCEDURES GOVERNING KEYS AND LOCKBOXES

2 KEYS AND LOCKBOXES: [Member Participants](#) and [Subscribers](#) must use approved devices, i.e., the Supra eKEY and Lockboxes, in accordance with the terms and conditions specified by the Supra Keyholder Agreement (the “Supra Agreement”), in addition to these additional policies.

NOTE: Any violation of a rule contained in this Section 2, excluding Section 2(g)(iii), is a Category III violation as described in Section 8.4.3 and carries a fine. Any violation of Section 2(g)(iii) is a Category IV violation as described in Section 8.4.4 and carries a fine.

- (a) **Key:** Refers to the Supra eKEY, herein after referred to as “Key.”
- (b) **Keyholder:** Means a Member Participant or Subscriber of Canopy MLS in good standing who is entitled to use the Supra System (referred to herein as the “System”) in accordance with the Supra

Agreement, or a lease, sublease or sublicense with Canopy MLS. All Keyholders must hold a valid real estate sales or broker's or property management (SC) license or be licensed by an appropriate state regulatory agency to engage in the appraisal of real property in North Carolina or South Carolina where the Key System will be used.

- (c) **Affiliate Keyholder:** Means an affiliate member of Canopy Realtor® Association or an affiliate member of another Realtor® association where Canopy MLS is the primary MLS, as defined in subsections (i) and (ii) below.
- (i) **General Contractors and Inspectors (Home, Radon, Pest and Structural Engineers)** qualify, provided proof of licensure is presented and, if applicable, proof that individual is an affiliate member, in good standing, of a Realtor® association.

General Contractor and Inspector Affiliate Keyholders are prohibited from using any Lockbox Key or information to provide access to a property to any other person, unless the other person is accompanying the General Contractor or Inspector Affiliate Keyholder, and the other person's presence is required for the purpose of completing the work.

If the potential buyer will be present for the inspection or appointment with a General Contractor, then a licensed real estate agent must also attend, unless express written permission has been granted by the [Seller](#) or Seller's representative for the buyer to attend the inspection or appointment with a General Contractor without a licensed real estate agent.

The Affiliate Keyholder may be liable for actions of other persons the Affiliate Keyholder admits to a property, as if the Affiliate Keyholder had personally committed those actions.

- (ii) **Photographers/Virtual Tour Developers:** Individual must be an employee of a real estate firm, and the Member Participant of the office must make a formal request in writing.

Unlicensed assistants are not permitted to lease a Key.

Affiliate Keyholders described in Section 2(c)(i) above will have limited access to the MLS system for the purposes of scheduling appointments through ShowingTime.

- (d) **Lockbox:** Refers to the individual Lockboxes and the lockbox system manufactured by Supra sold to Member Participants and Subscribers. The term "Lockbox" may also include combination lockboxes.
- (e) **Possession of Key:** If a Key is lost or requires replacement for any reason, the replacement cost, if applicable, for the Key shall be the replacement price set forth in Membership Policies and Procedures.

Keyholders must immediately report a stolen device upon which their Key is installed to the Member Services Department. The Member Services Department will deactivate the Key to ensure it is not able to be used by any other individual.

- (f) **Current Update Code:** The Supra Key product is updated daily, and automatically when the Key is located within cell phone coverage areas.
- (g) **Security of Equipment:** Each Keyholder must maintain the security of each Key and the Personal Identification Number (PIN) of each Key, to prevent the use of the Key by unauthorized persons. Keyholders, whether their Key is being actively used or not, shall abide by the following conditions:
- (i) to keep the device on which their Key is installed in the Keyholder's possession or in a safe place at all times;

- (ii) not to allow the PIN for the Key to be attached to the device on which their Key is installed for any purpose whatsoever, or for that PIN to be disclosed to any third party;
 - (iii) not to permit any other person or entity to use the Key for any purpose whatsoever, whether or not such other person or entity is a real estate broker;
 - (iv) to notify the Member Services Department immediately in writing of a loss or theft of the device upon which their Key is installed or the loss or theft of any Lockboxes, and of all circumstances surrounding such loss or theft;
 - (v) to follow all additional security procedures as specified by the MLS; and
 - (vi) to safeguard the code for each Lockbox from all other individuals and entities, whether or not they are authorized users of the Key System.
- (h) **Authorization:** The property owner, as well as any tenant(s) in possession of the property, if applicable, must provide prior written authorization to install or use a Lockbox before a Lockbox is installed or used on any piece of real property. Canopy MLS requires a written agency agreement to install or use an approved Lockbox on any real property. Keyholders must use extreme care to ensure that all doors to the listed property and the Lockbox are locked. The [Listing Brokerage](#) must inform all owners and tenant(s) of real property that the Lockbox is not designed or intended as a security device.
- (i) **Statement of Administrative Procedures and Operating Standards:** Each Keyholder acknowledges that the use of the Key System is also subject to the terms and conditions of the applicable Supra Administration Agreement (“Agreement”) and that failure of Supra or the MLS to perform any of their respective obligations under each Agreement may detrimentally affect such party’s use of the applicable Key System. Each Keyholder expressly waives any right to exercise any right or remedy arising under, relating to or by virtue of any default by any person under the applicable Agreement or under any other agreement executed and delivered in connection with the use or lease of the Supra System. Each Keyholder further acknowledges and agrees that the MLS may exercise any remedies it may have under each applicable Agreement.
- (j) **Acknowledgment:** Each party using a Key System hereby acknowledges that it is not a security system. The Key System is a marketing convenience, key-control system, and as such, any loss of Keys or disclosure of PINs compromises the integrity of Canopy MLS and the Key System. Each party agrees that it will use its best efforts to insure the confidentiality and integrity of all components.
- (k) **Lockboxes:** Each firm is responsible for maintaining up-to-date records of the location of each Lockbox owned by the firm.

Keyholders must notify the Member Services Department of transfers of ownership of Lockboxes from one firm or individual to another by completing the necessary Lockbox Transfer Form.

2.1 UNAUTHORIZED USE OF KEY: The lending of Keys for any reason is prohibited. Each Keyholder must secure the Key to prevent anyone from discovering the PIN number.

Keyholders using Keys from other MLSs or associations that cooperate with Canopy MLS are subject to these Key and Lockbox rules and regulations, penalties and fines on the same terms as all other Keyholders.

2.2 RIGHT TO SUSPEND USE OF KEY: Canopy MLS may refuse to lease a Key, may terminate an existing Key lease agreement and may refuse to activate or reactivate any Key held by an

individual convicted of a felony or misdemeanor, or who is under investigation by the Real Estate Commission, provided the crime or circumstances of the investigation, in the determination of Canopy MLS with subsequent approval of the Canopy MLS Board of Directors (Described under Article VI of the Canopy MLS Bylaws), relates to the real estate business or puts clients, customers or other real estate professionals at risk.

Canopy MLS may suspend the right of Keyholders to use Keys following their arrest and prior to their conviction for any felony or misdemeanor which, in the determination of the Canopy MLS Board of Directors, relates to the real estate business or which puts clients, customers or other real estate professionals at risk.

Factors the Canopy MLS Board of Directors can consider in making such determinations include, but are not limited to:

- (a) the nature and seriousness of the crime,
- (b) the relationship of the crime to the purposes for limiting Lockbox access,
- (c) the extent to which continued access might afford opportunities to engage in similar criminal activity,
- (d) the extent and nature of past criminal activity,
- (e) time since criminal activity took place,
- (f) evidence of rehabilitation while incarcerated or following release, and
- (g) evidence of present fitness.

2.3 LISTING ACCESSIBILITY: Canopy MLS requires placement of an “approved” Lockbox or other access device on listed properties if any device giving access to real estate professionals or service providers is authorized by the [Seller](#) and occupant and is placed on the property. The purpose of this requirement is to ensure cooperating [Member Participants](#) and [Subscribers](#) have timely access to listed properties. Requiring that a Lockbox or other access device be “approved” does not limit the devices that satisfy the requirement to Lockboxes leased or sold by Canopy MLS. Canopy MLS may require that the devices be submitted in advance for approval, and the access device may be any Lockbox or other access device that provides reasonable, timely access to listed property. Canopy MLS also may revoke the approval or subject the Member Participant to discipline if the device is used in a manner that fails to continue to satisfy this requirement.

NOTE: An infraction of the [Canopy MLS Listing Accessibility Rule and Policy](#) is a Category II violation as described in Section 8.4.2 and carries a fine.

2.4 UNAUTHORIZED REMOVAL OF KEYS FROM LOCKBOX: The unauthorized removal of keys from a Lockbox without the permission of the current [Listing Brokerage](#) is a violation. You must be the current Listing Brokerage or have the current Listing Brokerage’s permission to remove keys from the listed property or Lockbox. The person opening the Lockbox must be the person for whom the appointment was made unless expressly authorized in writing by the Listing Brokerage. Examples of violations include, but are not limited to:

- (a) Taking the keys to settlement without permission from the current Listing Brokerage.
- (b) Showing a listed property on behalf of another agent, without updating the showing appointment to reflect the change AND notifying and obtaining approval of the change from the Listing Brokerage.

- (c) Performing an inspection on behalf of another Inspector, without updating the showing appointment to reflect the change AND notifying and obtaining approval of the change by the Listing Brokerage.

NOTE: An infraction of this rule is a Category III violation as described in Section 8.4.3 and carries a fine.

SECTION 3: HANDLING SHOWINGS, NEGOTIATIONS, OFFERS AND SALES

3 SELLING PROCEDURES

3.1 SHOWINGS AND NEGOTIATIONS: The [Cooperating Brokerage](#) must arrange appointments for showings and conduct negotiations for the purchase of listed property in Canopy MLS with the [Listing Brokerage](#), except under the following circumstances:

- (a) The Listing Brokerage gives the Cooperating Brokerage (either subagent or buyer agent) specific authority to show or negotiate directly with the [Seller](#), or
- (b) After reasonable effort, the Cooperating Brokerage (subagent or buyer agent) is unable to contact the Listing Brokerage. However, the Listing Brokerage may preclude such direct negotiations by the Cooperating Brokerage (either subagent or buyer agent).

NOTE: An infraction of this rule is a Category II violation as described in Section 8.4.2 and carries a fine.

3.1.1 UNAUTHORIZED ACCESS OF PROPERTY: Do not access or use, or permit others to access or use listed property on terms other than those authorized by the Seller or Listing Brokerage. Do not attempt to enter into, or upon, a listed property without express permission prior to the time the [Seller](#) has provided such authorization. Examples of violations include, but are not limited to:

- (a) accidentally showing a property the day before the scheduled appointment,
- (b) accessing a property outside of the appointed time frame,
- (c) accessing a property without a confirmed appointment,
- (d) showing a property at the wrong address, and
- (e) walking around the property before the scheduled appointment.

NOTE: An infraction of this rule is a Category III violation as described in Section 8.4.3 and carries a fine.

3.1.2 UNAUTHORIZED PRESENCE OF POTENTIAL BUYER AT APPOINTMENT OR SHOWING: If the potential buyer will be present for an appointment or showing, then a licensed real estate agent must also attend, unless express written permission has been granted by the [Listing Brokerage](#).

NOTE: An infraction of this rule is a Category III violation as described in Section 8.4.3 and carries a fine.

3.1.3 BUYER OR TENANT REPRESENTATIVES: The [Cooperating Brokerage](#) must disclose their agency status to the [Listing Brokerage](#) at first contact with the Listing Brokerage (in person, by telephone or in writing).

- 3.1.4 CANCELLATIONS:** The showing agent must notify the listing agent in the event an appointment is cancelled or changed following the process specified by the [Listing Brokerage](#).
- 3.2 PRESENTATION OF OFFERS:** The [Listing Brokerage](#) must make arrangements to present all offers and counteroffers as soon as possible, or give the [Cooperating Brokerage](#) a satisfactory reason for not doing so.
- 3.3 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS:** The [Listing Brokerage](#) must submit to the [Seller](#) all written offers and counteroffers until closing unless precluded by law, government rule, regulation or agreed otherwise in writing between the Seller and the Listing Brokerage. Unless a subsequent offer depends upon the termination of an existing contract, the Listing Brokerage shall recommend that the Seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. Cooperating Brokers shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.
- 3.4 RIGHT OF COOPERATING BROKERAGE IN PRESENTATION OF OFFER:** The [Cooperating Brokerage](#) has the right to participate in the presentation to the [Seller](#) of any offer the Cooperating Brokerage secures unless the Seller gives written instructions to the contrary. The Cooperating Brokerage does not have the right to be present at any discussion or evaluation of that offer by the Seller and the [Listing Brokerage](#). If the Seller gives written instructions to the Listing Brokerage that the Cooperating Brokerage not be present when an offer the Cooperating Brokerage secured is presented, the Cooperating Brokerage has the right to a copy of the Seller's written instructions. None of the foregoing diminishes the Listing Brokerage's right to control the establishment of appointments for such presentations.
- Where the Cooperating Brokerage is not present during the presentation of the offer, the Cooperating Brokerage can request in writing, and the Listing Brokerage must provide, as soon as practical, written affirmation stating that the offer has been submitted to the Seller, or written notification that the Seller has waived the obligation to have the offer presented.
- NOTE:** An infraction of this rule is a Category II violation as described in Section 8.4.2 and carries a fine.
- 3.5 RIGHT OF LISTING BROKERAGE IN PRESENTATION OF COUNTER-OFFER:** The [Listing Brokerage](#) has the right to participate in the presentation of any counter-offer made by the [Seller](#) unless the potential buyer gives written instructions to the contrary. The Listing Brokerage does not have the right to be present at any discussion or evaluation of a counter-offer by the potential buyer (except when the [Cooperating Brokerage](#) is a subagent). If the potential buyer gives written instructions to the Cooperating Brokerage that the Listing Brokerage not be present when a counter-offer is presented, the Listing Brokerage has the right to a copy of the potential buyer's written instructions.
- NOTE:** An infraction of this rule is a Category II violation as described in Section 8.4.2 and carries a fine.
- 3.6 REPORTING CONTRACTS AND SALES TO CANOPY MLS:** All [Member Participants](#) and [Subscribers](#) are obligated to report status changes, including final closings of sales, on listings submitted to Canopy MLS, regardless of the level of service or type of listing agreement associated with the listing. Reporting sales information is a condition of submitting any listing to Canopy MLS.

- (a) Pending sales shall be reported to the MLS (Under Contract-No Show status) by the [Listing Brokerage](#) within two (2) business days after the [Effective Date](#).
- (b) Pending sales that will remain on the market shall be reported as such to the MLS (Under Contract-Show status) by the Listing Brokerage within two (2) business days after the Effective Date.
- (c) If negotiations are carried on under Section 3.1(a) or 3.1(b) as noted above, the [Cooperating Brokerage](#) shall report accepted offers and prices that are fully executed to the Listing Brokerage in writing within two (2) business days after the Effective Date. The Listing Brokerage shall report accepted offers and prices that are fully executed to the MLS within two (2) business days after receiving notice from the Cooperating Brokerage.

NOTE: A violation of Section 3.6 (c) is exempt from Section 8.4.1 (f).

- (d) When a complete application (including all signed paperwork and any associated application fees) is received by the Listing Brokerage for a residential lease listing, the status shall be reported to the MLS as Application Received within one (1) business day.
- (e) The Listing Brokerage shall report to the MLS the cancellation of any pending sale and, unless it has expired, the listing shall be reinstated (back-on-market status) within two (2) business days after the Listing Brokerage becomes aware of the cancellation.
- (f) The Listing Brokerage shall report closed sales and sales prices to the MLS (sold status) within five (5) business days after the closing. For [New Construction](#) listings, a valid street address and Parcel ID must be reported to the MLS as soon as possible and no later than the close of the sale.

NOTE: Failure to report a listing's change of status required by Section 3.6 is a Category II violation as described in Section 8.4.2 and carries a fine.

3.7 DATA ENTERED FOR "COMPARABLE PURPOSES": Sales for comparable purposes must provide at least one photo, must provide complete data in all required fields and the Listing Agent and Selling Agent fields must accurately reflect the transaction side represented by the member. A copy of the listing agreement or buyer agency agreement, purchase agreement and settlement statement must be maintained in the firm files and can be requested by the Canopy MLS staff to verify the information entered into the MLS system.

The following types of sales can be input for comparable purposes:

- (a) **Withdrawn or Expired listings to Closed:** If the listed property goes under contract within the "Protection Period" defined in the listing agreement, and the [Listing Brokerage](#) represents the [Seller](#) in the transaction, staff can update the listing to Under Contract-No Show and then to Closed. Documentation is required verifying compliance before completing the request.
- (b) **Selling Agent Comp Sale:** Use this option to input nonrepresented Seller transactions, nonmember listing agent transactions and unlisted [New Construction](#) transactions. The Selling Agent has ten (10) business days to input a Selling Agent Comp Sale.
- (c) **Firm Exclusive Comp Sale:** Listings can be entered into the MLS system as a [Firm Exclusive](#) Comp Sale by the Listing Brokerage within five (5) business days after the closing, unless prohibited in writing by the Seller.
- (d) **New Construction Sales:** May be either...

- (i) ...entered as a new listing and updated to under contract status within two (2) business days after the [Effective Date](#), or
- (ii) ...entered as a **New Construction Listing Agent Comp Sale** for comparable purposes after it closes.

If the Listing Brokerage does not input a New Construction Listing Agent Comp Sale within five (5) business days after the closing, then the Selling Agent has five (5) business days to input a Selling Agent Comp Sale (which equals ten (10) business days for Selling Agent Comp Sales to be entered), and the Listing Brokerage will receive no credit for the sale.

If a Selling Agent Comp Sale is submitted to Canopy MLS and there is a concern from the Listing Brokerage or Seller, MLS staff can remove the name of the builder and add a statement to the MLS Staff Remarks explaining the concern about use of the data as a Comp Sale.

3.8 ADVERTISING OF LISTINGS SUBMITTED TO CANOPY MLS: The Listing Brokerage shall not offer for sale/lease or advertise property without authority. The Listing Brokerage shall not permit affiliated agents to advertise listed property in any medium without the Listing Brokerage's firm name in a reasonable and readily apparent manner. No one shall advertise a listing, other than the [Listing Brokerage](#), without prior written consent of the Listing Brokerage except as provided in Appendix A herein, relating to display of listings on websites, mobile apps and audio devices. No one shall use Listing Content (as defined in Section 8.3 herein) for any other purpose without the prior written consent of the Listing Brokerage.

3.8.1 TRUE PICTURE IN ADVERTISING. Participants and Subscribers shall provide accurate and truthful information in all advertising, marketing and public representations, including internet content, images, URLs and domain names.

3.8.2 FALSE AND MISLEADING ADVERTISING. Participants and Subscribers shall not engage in false or misleading advertisements about themselves, the MLS, or any property listed with the MLS. Participants and Subscribers shall not:

- (a) Engage in deceptive or unauthorized framing of real estate brokerage websites;
- (b) Manipulate listing content developed by others, in any way that produces a deceptive or misleading result;
- (c) Deceptively use metatags, keywords or other devices/methods to direct, drive or divert internet traffic;
- (d) Otherwise mislead consumers, including through use of misleading images;
- (e) Knowingly or recklessly make false or misleading statements about other Participants or Subscribers, their businesses or their business practices.

3.9 DISCLOSING THE EXISTENCE OF OFFERS: [Listing Brokerages](#), in response to inquiries from buyers or Cooperating Brokers shall, with the [Seller\(s\)](#)' approval, disclose the existence of offers on the property. The Listing Brokerage shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm or by a [Cooperating Brokerage](#).

3.10 AVAILABILITY OF LISTED PROPERTY: [Listing Brokerages](#) shall not misrepresent the availability of access to show or inspect listed property.

- 3.11 COMPETENCE:** The services which Member Participants and Subscribers provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage. Member Participants and Subscribers shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

SECTION 4: PROHIBITIONS

- 4 INFORMATION FOR MEMBER PARTICIPANTS ONLY:** [Member Participants](#) and [Subscribers](#) (including any Member Participant of an MLS that is party to a data-access agreement with Canopy MLS) may share a listing submitted to Canopy MLS with a [Nonparticipant](#) only with the prior written consent of the [Listing Brokerage](#).

4.1 “FOR SALE” SIGNS: No brokerage other than the [Listing Brokerage](#) may place a “FOR SALE” sign on the listed property.

4.2 “SOLD” SIGNS: Only the [Listing Brokerage](#) may place “Sold,” “Under Contract,” “Pending,” etc. signs on the property prior to closing, unless the Listing Brokerage authorizes the [Cooperating Brokerage](#) to post such a sign.

4.3 SOLICITATION OF LISTING SUBMITTED TO CANOPY MLS, INTERFERENCE WITH AGENCY RELATIONSHIP: [Member Participants](#) and [Subscribers](#) must not solicit a listing on property submitted to Canopy MLS or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements other Member Participants and Subscriber have with clients. However, if the listing broker, when asked by a Member Participant or Subscriber, 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 brokerage agreement between a listing broker and client), the Member Participant or Subscriber may contact the owner(s) to secure such information and may discuss the terms upon which the Member Participant or Subscriber might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

This rule does not prohibit communications between a [Seller](#) who is a party to a [Limited Service Listing](#) agreement and a [Cooperating Brokerage](#) as long as such communication complies with Section 3.1 Showings and Negotiations and Real Estate Commission rules governing agency relationships.

This rule also does not prohibit Member Participants or Subscribers from making general announcements to prospects describing their services and terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with other Member Participants or Subscribers. For example, general mailings or distributions to prospects in a specific geographic area are permissible.

4.4 UNAUTHORIZED DISCLOSURE OF LOGIN NAME AND PASSWORD: Only [Member Participants](#), [Subscribers](#) and administrative assistants who are authorized by Member Participants may have access to the MLS system. Users must use their own MLS login name and password, and shall not disclose an MLS login name or password to anyone.

NOTE: An infraction of this rule is a Category IV violation as described in Section 8.4.4 and carries a fine.

- 4.5 SERVICES ADVERTISED AS “FREE”:** [Member Participants](#) and [Subscribers](#) must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the Member Participant or Subscriber will receive no financial compensation from any source for those services.
- 4.6 NO FILTERING OF LISTINGS:** [Member Participants](#) and [Subscribers](#) must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the [Cooperating Brokerage](#) or the name of a brokerage or agent.

SECTION 5: NO COMPENSATION SPECIFIED ON MLS LISTINGS, DISCLOSURES OF COMPENSATION, AND WRITTEN BUYER AGREEMENT

- 5.1 NO COMPENSATION SPECIFIED ON MLS LISTINGS:** [Member Participants](#), [Subscribers](#) or their [Seller\(s\)](#) may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

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

- (a) The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Member Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Member Participants or between Member Participants and Nonparticipants.
- (b) The MLS must not have a rule requiring Listing Brokerages to disclose the amount of total negotiated commission in their listing contracts, and the MLS must not publish the total negotiated commission on a listing that has been submitted to the MLS by a Member Participant. The MLS must prohibit disclosing in any way the total commission negotiated between the [Seller](#) and the [Listing Brokerage, or total broker compensation \(i.e., combined compensation to both Listing Brokerages and buyer brokers\)](#).
- (c) The MLS shall make no rule on the division of commissions between Member Participants and Nonparticipants. This should remain solely the responsibility of the Listing Brokerage.
- 5.2 REQUIRED CONSUMER DISCLOSURES OF COMPENSATION:** [Member Participants](#) and [Subscribers must:](#)
- (a) Disclose to prospective Sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
- (b) Conspicuously disclose in writing to Sellers, and obtain the Seller’s authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g., real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.
- 5.3 WRITTEN BUYER AGREEMENT:** Unless inconsistent with state or federal law or regulation, all MLS Member Participants working with a buyer must enter in to a written agreement with the buyer prior to touring a home. The written agreement must include:

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

5.4 MEMBER PARTICIPANT AS PRINCIPAL: A [Member Participant](#) or [Subscriber](#) with an ownership interest in a property must disclose that interest when the listing is submitted to the MLS.

Member Participants and Subscribers must show their name(s) in the [Seller](#) field and check “Yes” in the Agent is Owner field if they are the owners of, or have an ownership interest in, the property submitted to Canopy MLS. If the owner is not obvious (i.e., ownership by a business entity and the Member Participant or Subscriber has an ownership interest), the [Listing Brokerage](#) shall make the disclosure in the [Agent Remarks](#) field.

5.5 MEMBER PARTICIPANT AS PURCHASER: [Member Participants](#) and licensees (including any licensed or certified appraiser or appraiser trainee) affiliated with a Member Participant who wish to acquire an interest in property listed with another Member Participant must disclose their status, in writing, to the [Listing Brokerage](#) no later than the time an offer to purchase is submitted.

SECTION 6: MEMBERSHIP POLICIES AND SERVICE FEES

6 MEMBERSHIP POLICIES AND SERVICE FEES: Participation in and subscription to Canopy MLS is governed by Article 4 of the Canopy MLS Bylaws and subject to payment of these applicable fees. Refer to the Membership Policies and Procedures for a full description of all service fees and membership policies.

6.1 MEMBERSHIP POLICIES: All active real estate licensees, certified and licensed appraisers and appraiser trainees affiliated with a [Member Participant](#) are required to subscribe to the MLS or apply for a waiver upon affiliation.

NOTE: Failure of a Member Participant to ensure that all licensees affiliated with the Member Participant’s firm apply to Canopy MLS upon affiliation and complete Canopy MLS Orientation within thirty (30) days as required by Section 14 is a Category I violation. A Category I Noncompliance fine will be assessed if the appropriate paperwork is not received within one (1) week of notification.

6.2 SERVICE FEES: The following service fees for operation of Canopy MLS are in effect to defray the cost of the service and are subject to change from time to time in the manner prescribed.

6.2.1 INITIAL PARTICIPATION FEE: An applicant for Participation in Canopy MLS must pay an Initial Participation Fee of \$600, as determined by the Canopy MLS Board of Directors, with such fee to accompany the application. The Initial Participation Fee approximates the cost of bringing the service to the [Member Participant](#) as determined by Canopy MLS from time to time with the approval of the Canopy MLS Board of Directors.

6.2.2 SUBSCRIPTION FEES: Canopy MLS provides one subscription to the [Member Participant](#) upon payment of the Initial Participation Fee and the applicable Subscription Fees of \$75 per month, assessed on a quarterly basis as determined by the Canopy MLS Board of Directors.

Canopy MLS provides an additional subscription for each individual, employed by or affiliated as an independent contractor (including licensed and certified appraisers and appraiser trainees) with the Member Participant, who has access to and who utilizes Canopy MLS. All [Subscribers](#) affiliated with a Member Participant must pay a Start Up Fee of \$250, as determined by the Canopy MLS Board of Directors, and the applicable Subscription Fees of \$55 per month, assessed on a quarterly basis, with such fee to accompany the application signed by the Member Participant.

However, Canopy MLS provides Member Participants the option of a no-cost [waiver](#) of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or Commercial Information Exchange (CIE) where the principal broker participates. Canopy MLS requires that broker participants sign a certification for nonuse of Canopy MLS services by their licensees, which includes penalties and termination of the [waiver](#) if violated.

6.3 UNAUTHORIZED USE OF THE SYSTEM: Use of systems and information developed or published by Canopy MLS is strictly limited to activities authorized under a [Member Participant's](#) licensure(s) or certification. Unauthorized uses are prohibited. Examples include but are not limited to:

- (a) Appraisers who are not real estate licensees are prohibited from listing property in the MLS, conducting showings for prospective purchasers and viewing properties that they are considering purchasing for themselves. Appraisers who do hold a real estate license must participate or subscribe to the MLS under a [Broker-in-Charge](#) in order to list property in the MLS or to conduct showings to purchase property for themselves or for prospective buyers.
- (b) Appraisers and real estate licensees cannot schedule or conduct showings, or practice real estate or conduct appraisals in state(s) where they are not licensed.
- (c) Canopy MLS provides MLS information to governmental bodies only to be used for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges. MLS data may not be used to confirm the accuracy of real property data to assess additional real property back taxes.

6.4 ARBITRATION OF DISPUTES: By becoming and remaining a [Member Participant](#), each Member Participant agrees to arbitrate disputes involving specific contractual issues and questions concerning listings filed with the MLS, with Member Participants in different firms arising out of their relationships as Member Participants.

SECTION 7: COMPLIANCE WITH RULES

7 COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE: By becoming and remaining a [Member Participant](#) or [Subscriber](#) in Canopy MLS, each Member Participant and Subscriber agrees to be subject to the *Canopy MLS Rules and Regulations* and any other MLS governance provision. The MLS may, through administrative and hearing procedures established in the *Canopy MLS Rules and Regulations*, impose discipline for violations of those rules and regulations and other MLS governance provisions. Discipline that could be imposed may only consist of one or more of the following:

- (a) Letter of warning
- (b) Letter of reprimand
- (c) Attendance at MLS orientation or other appropriate courses or seminars that the Member Participant or Subscriber can reasonably attend while taking into consideration cost, location and duration
- (d) Appropriate, reasonable fines not to exceed \$15,000
- (e) Suspension of MLS rights, privileges and services for not less than thirty (30) days nor more than one (1) year
- (f) Termination of MLS rights, privileges and services with no right to reapply for a specified period not to exceed three (3) years

NOTE 1: A Member Participant (or user/Subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Member Participant (or user/Subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the *Canopy MLS Rules and Regulations* during the probationary period may, at the discretion of the Canopy MLS Board of Directors and/or Executive Committee, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition or other forms of discipline which will not be held in abeyance.

NOTE 2: Member Participants and Subscribers who receive more than three (3) administrative sanctions for Category II and/or III violations in a calendar year shall be required to attend a hearing for their actions and potential violations of the *Canopy MLS Rules and Regulations*. The MLS must send a copy of all administrative sanctions against a Subscriber to the Subscribers' Member Participant and the Member Participant is required to attend any such hearing.

7.1 APPLICABILITY OF RULES TO USERS AND SUBSCRIBERS: [Member Participants](#) and [Subscribers](#) must sign an agreement acknowledging that access to and use of Canopy MLS information is contingent on compliance with *Canopy MLS Rules and Regulations*. Individuals authorized to have access to information published by Canopy MLS are subject to *Canopy MLS Rules and Regulations*, and Canopy MLS may discipline them for violations thereof. Further, failure of any user or Subscriber to abide by either the *Canopy MLS Rules and Regulations* or a sanction imposed for violations thereof can subject the Member Participant to the same or other discipline. This provision does not eliminate the Member Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with that Member Participant.

7.2 COOPERATION WITH INVESTIGATIONS: If charged with a violation of Canopy MLS Rules and Regulations or asked to present evidence or to cooperate in any other way, in any compliance proceeding or investigation, Participants and Subscribers shall place all pertinent facts before the proper tribunals of Canopy MLS and shall take no action to disrupt or obstruct such processes.

SECTION 8: ENFORCEMENT OF RULES OR DISPUTES

8 CONSIDERATION OF ALLEGED VIOLATIONS: Canopy MLS considers all complaints alleging a violation of *Canopy MLS Rules and Regulations*, including but not limited to complaints initiated by Member Participants and Subscribers, MLS staff or staff of Realtor® associations where the Member Participant or Subscriber may hold membership. Complaints alleging a violation of the *Canopy MLS Rules and*

Regulations must be filed within one hundred eighty (180) days of when the alleged offense and facts relating to it could have reasonably been known by the complainant through diligent effort. Canopy MLS reserves the right to request complaints be submitted in writing and to request evidence, including documentation, of the alleged violation.

- 8.1 VIOLATIONS OF RULES AND REGULATIONS:** If staff determines an alleged offense is a violation of the *Canopy MLS Rules and Regulations* and does not involve a charge of alleged unethical conduct or request for arbitration, staff will process the complaint as described in this Section 8.
- 8.2 COMPLAINTS OF UNETHICAL CONDUCT:** For complaints filed against Realtor® Member Participants or Subscribers, Canopy MLS refers alleged violations involving complaints of unethical conduct or requests for arbitration to the Grievance Committee of the Canopy Realtor® Association. The committee takes action in accordance with the usual procedures under the Canopy Realtor® Association Bylaws and as set forth in the Code of Ethics and Arbitration Manual of the National Association of Realtors®. For complaints alleging violations of the Canopy MLS Rules and Regulations by non-Realtor® Member Participants or Subscribers, Canopy MLS shall refer alleged violations of such nature to the Canopy MLS Grievance Committee for review. The MLS Grievance Committee takes action in accordance with the policies and procedures promulgated hereunder ensuring full equity of due process for all parties involved.
- 8.3 COMPLAINTS OF UNAUTHORIZED USE OF LISTING CONTENT:** Canopy MLS requires the [Listing Brokerage](#) to obtain the necessary rights to use and reproduce the following: photographs, images, graphics, drawings, descriptions, remarks, narratives, pricing information, PDF documents, text files, artist renderings, audio or video recordings, virtual tours and the like and other details or information related to real property listing data, collectively, "Listing Content." Rights must be obtained from copyright holders for use by the MLS and all other authorized entities anywhere the Listing Content is intended to appear. Before a [Member Participant](#) or [Subscriber](#) copies the Listing Content submitted by another Listing Brokerage to a new listing, the Member Participant or Subscriber must obtain the written permission of the owner of the Listing Content.

By submitting Listing Content to the MLS, the submitting Listing Brokerage licenses the use of the Listing Content to Canopy MLS. The license includes the right for Canopy MLS to remove or modify copyright management information and to affix a visible Canopy MLS watermark to all photos submitted to Canopy MLS. Canopy MLS reserves the right to reject or remove any digital image submitted that includes any embedded, overlaid or digitally stamped text, personal advertising or promotion, as well as people or persons.

Member Participants and Subscribers are prohibited from using Listing Content submitted by another Listing Brokerage for any purpose other than to market the property to bona fide prospective buyers, to support market evaluations or appraisals, to develop statistics, market condition reports and broker or agent metrics, subject to Section 3.8 - Advertising of Listings Submitted to Canopy MLS, Appendix A - MLS Grid IDX Rules and, Article 12 of the Realtor® Code of Ethics, as illustrated by Standard of Practice 12-10, or as otherwise specifically permitted herein. Any other use of Listing Content is expressly prohibited. Any use by a Member Participant or Subscriber of Listing Content submitted to the MLS by another Listing Brokerage, including but not limited to unauthorized use on Social Media and in printed materials such as flyers and sold postcards, requires prior written authorization from the Listing Brokerage. The

Listing Brokerage indemnifies Canopy MLS in the event of any legal proceeding relating to the reproduction of the Listing Content by Canopy MLS or other authorized entities.

Any Member Participant or Subscriber who believes another Member Participant or Subscriber has engaged in the unauthorized use or display of Listing Content shall send notice of such alleged unauthorized use to Canopy MLS in writing, specifically identifying the allegedly unauthorized content. Alleged violations will be processed as Category I violations as described in Section 8.4.1 below and may be referred to the applicable Grievance Committee for review. No participant may pursue action over the alleged unauthorized use and display of Listing Content in a court of law without first completing the notice, response and appeal procedures outlined in this entire Section 8 of the Canopy MLS Rules and Regulations. If after ten (10) days following the final determination by the Executive Committee the alleged violation remains uncured (i.e., the content is not removed or the Canopy MLS Rules and Regulations' violation remains uncured), then the complaining party may seek action through a court of law.

8.4 MLS VIOLATION REPORT/VIOLATION CATEGORIES: Anyone may report the discovery of inaccurate or incomplete information in the MLS database. Staff will check the database to confirm the violation. If staff cannot verify the complaint alleging a violation of the *Canopy MLS Rules and Regulations* by checking the database or tax records, then the complainant must submit the complaint in writing. The complainant may send (mail, fax or email) the MLS Violation Report to staff.

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant.

Canopy MLS [Member Participants](#) and [Subscribers](#) may not take legal action against another Member Participant or Subscriber for alleged *Canopy MLS Rules and Regulations* violation(s) unless the complaining Member Participant has first exhausted the remedies provided in the *Canopy MLS Rules and Regulations*.

If a violation occurs, it will fall into one of four categories:

8.4.1 CATEGORY I VIOLATIONS

- (a) **Staff Action:** Staff will send a violation notice by email to the attention of the respondent and the respondent's [Member Participant](#).
- (b) **Fine:** There is no fine for the first Category I violation.
- (c) **Compliance:** The respondent or the respondent's Member Participant must correct the violation within two (2) business days.
- (d) **Noncompliance:** If the violation is not corrected within two (2) business days, and the respondent has not indicated plans to appeal the alleged violation, Canopy MLS will assess a Category I Noncompliance Fine as described in Section 8.5: Compliance Fee Schedule.
- (e) **Repeat Violations:** Up to ten (10) violations of the same offense by the same individual within the same calendar year carry a \$100 fine as outlined in Section 8.5: Compliance Fee Schedule.

More than ten (10) Category I violations in a calendar year shall require the respondent, the respondent's Member Participant (and respondent's unlicensed and licensed assistants, if any) to complete within 45 days a virtual education session relevant to the areas of concern. Subsequent violations carry an immediate \$500 fine as outlined in Section 8.5: Compliance Fee Schedule.

- (f) **Violations Include:** Any violation of the *Canopy MLS Rules and Regulations* not specifically addressed by Category II, III or IV including, but not limited to:

Violation Description	<i>Canopy MLS Rules and Regulations or Policies Reference</i>
(i) Incomplete/inaccurate data	Sections 1(g) and 1(h), See also: Accountability Counts
(ii) Incorrect closed price	Sections 1(g) and 1(h)
(iii) Incorrect mapping	Sections 1(g) and 1(h), See also: Mapping a Listing
(iv) Incorrect selling agent/office	Sections 1(g) and 1(h)
(v) Mislabeled below-grade sqft/room levels	Sections 1(g) and 1(h), See also: Report below-grade square footage and room levels accurately
(vi) Square footage violation incomplete info	Sections 1(g) and 1(h), See also: Reporting Square Footage
(vii) Inaccurate data – City Taxes Paid To field	Sections 1(g) and 1(h), See also: Data Accuracy in the City Taxes Paid To field.
(viii) Undisclosed Limited Service Listing violation	Section 1.4, See also: Limited Service Listings
(ix) Duplicate listing error	Section 1.5
(x) Inappropriate Branding	Section 1.7, See also: Correct Placement of Listing Brokerage, Listing Agent and Seller Branding on MLS Listings
(xi) Entering a combination Lockbox code or security system code in any field of the MLS system.	Section 1.8
(xii) Digital image required	Section 1.19, See also: Digital Images, Virtual Staging and Unauthorized Use of Listing Content

(xiii) Membership policy violation	Section 6.1, See also: Membership Policies and Procedures
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8.4.2 CATEGORY II VIOLATIONS

- (a) **Staff Action:** Staff will confirm whether a violation occurred. If there is no violation, the matter is closed. When the respondent has violated the *Canopy MLS Rules and Regulations*, staff will send an immediate fine notice to the attention of the respondent and the respondent’s [Member Participant](#).
- (b) **Fine:** See Section 8.5: Compliance Fee Schedule.
- (c) **Compliance:** The respondent must correct the violation (if the violation is correctable) within two (2) business days.
- (d) **Noncompliance:** If the respondent does not correct the violation (if correction is possible) within two (2) business days, and the respondent has not indicated plans to appeal the alleged violation, Canopy MLS will assess a Category II Noncompliance Fine as described in Section 8.5: Compliance Fee Schedule.
- (e) **Repeat Violations:** Additional violations of the same offense by the same individual within the same calendar year carry fines as outlined in Section 8.5: Compliance Fee Schedule.
- (f) **Violations include, but are not limited to:**

Violation Description	<i>Canopy MLS Rules and Regulations or Policies Reference</i>
(i) Entering a listing in the MLS without a valid, signed listing agreement	Section 1
(ii) Failure to submit a Firm Exclusive Agreement	Section 1.2.1, See also: Firm Exclusive Agreement
(iii) Co-listing violation	Section 1.3
(iv) Failure to provide Canopy MLS with requested documentation within two (2) business days.	Section 1.6
(v) Listing status change violation	Sections 1.12, 1.12.1, 1.12.2 and 3.6, See also: Listing Statuses and Status Changes , and Relisting
(vi) Failure to remove a listing upon termination of a listing agreement	Sections 1 and 1.13
(vii) Listing Accessibility rule and policy violation	Section 2.3, See also: Canopy MLS listing accessibility rule and policy
(viii) Making an appointment for a showing or negotiating with the Seller for the purchase of listed	Section 3.1

	property submitted to Canopy MLS without the permission of the Listing Brokerage , unless after reasonable effort, the Cooperating Brokerage (subagent or buyer agent) is unable to contact the Listing Brokerage or the Listing Brokerage’s representative.	
(ix)	Unauthorized advertising of another brokerage’s listing	Section 3.8, See also: Are you playing by the rules with social media posts of other brokers’ listings?
(x)	Unauthorized use of system	Section 6.3, See also: Follow the law for listing, showing and selling properties across the state line!
(xi)	Unauthorized use of Listing Content	Section 8.3, See also: Digital Images, Virtual Staging and Unauthorized Use of Listing Content
(xii)	Failure to comply with any of the Internet Data Exchange (IDX) or the Virtual Office Website (VOW) rules within five (5) days of written notification from Canopy MLS.	Appendices A and B
(xiii)	Making an offer of compensation in the MLS	Section 5.1
(xiv)	Using MLS data or data feeds to establish a platform to make offers of compensation from multiple brokers NOTE: A violation of 8.5.2 (f)(xii) will also result in the immediate suspension of the respondent’s access to any MLS data and data feeds until the violation is corrected.	Section 5.1
(xv)	Failure to provide required disclosures of compensation	Section 5.2
(xvi)	Failure to enter into a written buyer agreement prior to touring a home with all required terms and disclosures	Section 5.3

8.4.3 CATEGORY III VIOLATIONS:

- (a) **Staff Action:** Staff will confirm whether a violation occurred. If there is no violation, the matter is closed. When the respondent has violated the *Canopy MLS Rules and Regulations*, Canopy MLS will send an immediate fine notice to the attention of the respondent and the respondent’s [Member Participant](#).
- (b) **Fine:** See Section 8.5: Compliance Fee Schedule.
- (c) **Compliance:** If possible, the respondent must correct the violation within two (2) business days.
- (d) **Noncompliance:** If the respondent does not correct the violation within two (2) business days, and the respondent has not indicated plans to appeal the alleged violation, Canopy MLS will assess a Category III Noncompliance Fine as described in Section 8.5: Compliance Fee Schedule.
- (e) **Repeat Violations:** Repeat violations carry fines as outlined in Section 8.5: Compliance Fee Schedule.
- (f) **Violations include, but are not limited to:**

Violation Description	Canopy MLS Rules and Regulations or Policies Reference
(i) Clear Cooperation/late listing input violation	Sections 1.1.1 and 1.1.2, See also: Clear Cooperation Policy , and When is a listing required to be submitted to Canopy MLS?
(ii) Failure to safeguard Key or Lockbox code	Section 2, excluding Section 2(g)(iii)
(iii) Unauthorized installation or use of Lockbox	Section 2(h)
(iv) Unauthorized removal of keys from Lockbox	Section 2.4, See also: New rule regarding unauthorized removal of keys from a Lockbox , and New rules for home inspection appointments!
(v) Unauthorized access of property	Section 3.1.1, See also: Stop Trespassing
(vi) Unauthorized presence of potential buyer at appointment or showing	Section 3.1.2, See also: New rules for home inspection appointments!

8.4.4 CATEGORY IV VIOLATIONS:

- (a) **Staff Action:** Staff will confirm whether a violation occurred. If there is no violation, the matter is closed. When the respondent has violated the *Canopy MLS Rules and Regulations*, Canopy MLS will send an immediate fine notice to the attention of the respondent and the respondent’s [Member Participant](#).

- (b) **Fine:** See Section 8.5: Compliance Fee Schedule.
- (c) **Compliance:** If possible, the respondent must correct the violation within two (2) business days.
- (d) **Noncompliance:** If the respondent does not correct the violation within two (2) business days, and the respondent has not indicated plans to appeal the alleged violation, a Category IV Noncompliance Fine as described in the Compliance Fee Schedule will be assessed.
- (e) **Repeat Violations:** Repeat violations will be fined as outlined in Section 8.5: Compliance Fee Schedule.
- (f) **Violations include, but may not be limited to:**

Violation Description	Canopy MLS Rules and Regulations or Policies Reference
(i) Coming Soon-No Show status showing violation	Section 1.12.2(d)(vii), See also: Coming Soon-No Show (CSNS) status
(ii) Unauthorized use of electronic lockbox key	Section 2(g)(iii)
(iii) Unauthorized disclosure of login name and password to the MLS system.	Section 4.4

8.5 COMPLIANCE FINE SCHEDULE

	First Violation	Additional Violations	Non-compliance	Non-payment
Category I	No fine	\$100 for same offense by the same individual within the same calendar year, up to ten (10) violations. If more than ten (10) violations in a calendar year, subsequent violations carry an immediate \$500 fine. The respondent, the respondent's Member Participant (and respondent's unlicensed and licensed assistants, if any) must complete within 45 days a virtual education session relevant to the areas of concern.	\$100	\$200
Category II	\$100	\$100	\$200	\$200
Category III	\$500	\$500	\$300	\$200
Category IV	\$1,000	2 nd \$3,000 3 rd Suspended from Canopy MLS for one year.	\$500 + Suspended until paid	Suspended until paid

NOTE: In the event of a hearing for excessive violations of Category II or III, as described in Section 7, Note 2 above, fines shall be determined by the Hearing Panel.

- 8.5.1 MULTIPLE VIOLATIONS:** When staff identify multiple violations of the same offense by the same individual at the same time, a violation or immediate fine notice will be issued for the first violation at the lowest fine amount, and warning notice(s) are issued for the additional violations.
- 8.6 FAILURE TO PAY FINES:** Failure to pay a fine within 20 days (including weekends and holidays) incurs a Nonpayment Fine as described in the Compliance Fee Schedule. Every 30 days thereafter (including weekends and holidays), another Nonpayment Fine may be levied if the fines are not paid. Failure to pay accumulated fines within 60 days of the original fine may result in the suspension or termination of Canopy MLS services. Canopy MLS staff will send the respondent a "Notification of Intent to Suspend or Terminate Canopy MLS Services." If the respondent does not pay fines within 10 days (including weekends and holidays) of the "Notification of Intent to Suspend or Terminate Canopy MLS Services," Canopy MLS will terminate the respondent's services, and service will be reinstated when the fine(s) have been paid.
- 8.7 COMPLIANCE HEARING REQUEST:** Any respondent, having reason to believe that the fine imposed on that respondent by the MLS is without merit, may file a "Canopy MLS Compliance Hearing Request" form. The request for a hearing must:
- (a) Include copies of any relevant documents.
 - (b) Include payment of assessed fine plus an appearance deposit equal to ½ the assessed fine; however, the total amount to request a hearing shall not exceed \$500. The appearance deposit will be returned to the respondent as long as the respondent is not deemed "nonappearing."
 - (c) Include the signature of the respondent's Member Participant. The respondent's Member Participant is required to attend any such hearing.
 - (d) Be sent to the Canopy MLS Compliance Administrator within twenty (20) days after the violation or fine notice.

If in the opinion of staff, the respondent is able to show compliance with all *Canopy MLS Rules and Regulations* and that the fine was erroneous, Canopy MLS will refund the assessed fine and the appearance deposit. If the staff is not satisfied that the respondent was, or is, in compliance with all Canopy MLS Rules and Regulations, then the requested hearing will proceed before the Canopy MLS Professional Standards Committee.

Within 15 days of the date it is determined a hearing is warranted, staff will send notice to the respondent, offering potential hearing dates and a list of the Professional Standards Committee members who may be selected to serve on the Hearing Panel.

The respondent then has 15 days (including weekends and holidays) to notify the staff of the preferred hearing date(s) and of any objections to any Professional Standards Committee members who could be selected to serve on the Hearing Panel. The respondent must provide a written, detailed explanation for each objection. Staff will review the objection and choose from the remaining Professional Standards Committee members when necessary.

8.7.1 REQUESTS FOR DOCUMENTS: Members of the Hearing Panel scheduled for any hearing may request any document(s) they deem relevant and necessary, from the parties to the hearing. The parties to the hearing must provide the documents requested by the Hearing Panel. Canopy MLS may deem any failure to provide requested documents as "nonappearance." The hearing may be cancelled, and the respondent would have no further recourse. If the hearing is cancelled because the respondent fails to provide requested documents, the fine will stand and the respondent must forfeit the appearance deposit

8.7.2 CONTINUANCE OF COMPLIANCE HEARING: If any party fails to appear at the hearing and has not requested a continuance, the hearing shall proceed as scheduled. If the respondent fails to appear, the respondent forfeits the appearance deposit. One continuance may be granted if there are extenuating circumstances. The parties to the hearing must provide the request for a continuance to staff, in writing, at least two (2) business days prior to the hearing date. When a continuance is granted, staff will coordinate a new date for the hearing. If the respondent fails to appear before the Hearing Panel for the second scheduled hearing pursuant to the continuance, the respondent forever waives the right to contest that fine which is the subject of said hearing.

8.7.3 CANCELLATION OF COMPLIANCE HEARING REQUEST: The respondent who requested the "Canopy MLS Compliance Hearing Request" may cancel the request.

8.8 MLS HEARINGS, GENERALLY: Staff schedules members of the applicable Professional Standards Committee to serve on panels as primary and alternate participants on a rotating basis. Staff schedules hearings as necessary. All hearings are held virtually through Zoom. A Zoom link is provided to all participants, legal counsel (if any) and witnesses (if any) prior to the hearing date.

8.9 RECORDING THE HEARING: Only staff is authorized to record the proceeding. Participating parties are strictly prohibited from recording the proceeding by any electronic means. However, parties may, at their own expense, arrange for a court reporter to be present to record the proceeding. If transcribed, a transcript shall be sent to Canopy MLS.

8.10 HEARING PROCEDURES, GENERALLY: Hearing Panels are not bound by the rules of evidence applicable in courts of law, but shall afford all parties a full opportunity to be heard, to be represented by legal counsel, to present witnesses and offer to testimony and evidence, subject to its judgment as to relevance. All parties will be afforded an opportunity to examine and cross-examine all witnesses and parties.

8.11 AMENDING A COMPLAINT: At any time during a hearing, the complaint may be amended. Upon motion of the Hearing Panel, previously uncited violations of the *Canopy MLS Rules and Regulations* or additional respondents may be added. In such an event, the hearing, with the concurrence of the respondent to the complaint, may proceed uninterrupted or be reconvened on a date certain, not less than fifteen (15) or more than thirty (30) days from adjournment. If the respondent knowingly waives the right to the adjournment, the record should reflect the fact that the respondent was aware of the right to an adjournment but chose to proceed with the hearing without interruption on the basis of the amended complaint. If the hearing is adjourned to be reconvened at a later time, the amended complaint shall be filed in writing, signed by the Chairperson of the Hearing Panel, and shall be promptly served on the respondent as in all other cases provided herein.

8.12 HEARING OUTCOME: Following the conclusion of the hearing, the Hearing Panel will submit their decision in writing, signed by all panel members, to the staff and the parties to the hearing within 10 business days. Failure to submit the decision within such time however, will not invalidate the decision. If a majority of the Hearing Panel finds that the respondent has violated the MLS Rules and Regulations, discipline as described in Section 7 may be imposed. With specific regard to MLS Compliance Hearings requested by a respondent, if a majority of the Hearing Panel finds that the respondent violated the Rules and Regulations, the fine stands. If a majority of the Hearing Panel finds that the fine imposed was without merit, the panel may revoke the fine that was the subject of the respondent's Compliance Hearing Request and a full refund will be issued.

8.13 HEARING APPEALS: A respondent may appeal a Hearing Panel decision for an alleged violation of the *Canopy MLS Rules and Regulations*.

Within twenty (20) days of receipt of the hearing outcome, the respondent may file an appeal with the President for a hearing before the Executive Committee challenging the decision and/or recommendation for discipline. The respondent's bases for appeal are limited to:

- (a) a misapplication or misinterpretation of the *Canopy MLS Rules and Regulations*,
- (b) procedural deficiency or any lack of procedural due process, and
- (c) the discipline recommended by the Hearing Panel.

A summary of the hearing shall be presented to the Executive Committee by the Chairperson of the original Hearing Panel, and the parties and their counsel (if applicable) may be heard to correct the summary. No new evidence will be received (except such new evidence as may bear upon a claim of deprivation of due process), and the appeal will be decided on the summary.

The Executive Committee will hear appeals of determinations by the Hearing Panel.

A \$250 deposit will be charged for an appeal of a hearing decision.

8.14 EXECUTIVE COMMITTEE REVIEW: The Executive Committee will hear all appeals of the Respondent based solely on the grounds outlined in Sections 8.13 (a), (b) and (c).

- (a) The Executive Committee when reviewing an appeal based on an alleged misapplication or misinterpretation of the *Canopy MLS Rules and Regulations*, may adopt or modify the recommendation of the original Hearing Panel, including the discipline imposed; or, alternatively, the Executive Committee may dismiss the violation if it concludes that the Respondent proved that the *MLS Rules and Regulations* were misapplied or misinterpreted.
- (b) If the Respondent has appealed on grounds that there was a procedural deficiency or lack of procedural due process, the Executive Committee may refer the case back to the Professional Standards Committee for a new hearing before a different Hearing Panel.
- (c) If the Respondent has appealed based on the discipline recommended by the Hearing Panel and the Executive Committee is concerned with the appropriateness of the recommendation for discipline, it may impose an alternative discipline that does not exceed that discipline recommended by the original Hearing Panel or, alternatively, the Executive Committee may refer the decision back to the original Hearing Panel for further consideration. If the matter is referred back to the original Hearing Panel for further consideration, it should be accompanied by the Executive Committee's concerns regarding the proposed discipline. However, while the Hearing Panel may recommend that the

discipline be increased, the original Hearing Panel is not required to increase the discipline beyond that originally recommended.

- 8.15 RECORDS:** Staff will retain records of all complaints and their disposition and recordings from MLS hearings for seven years.

SECTION 9: CONFIDENTIALITY AND RELIABILITY OF MLS INFORMATION

- 9 CONFIDENTIALITY OF CANOPY MLS INFORMATION:** Any information provided by the MLS to [Member Participants](#) is confidential and shall be for the exclusive use of Member Participants and for each individual, employed by or affiliated as an independent contractor (including licensed and certified appraisers and appraiser trainees) with the Member Participant, who has access to and who utilizes the MLS system.

- 9.1 CANOPY MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION:** Canopy MLS publishes and disseminates information verbatim, without change by Canopy MLS, as submitted to Canopy MLS by [Member Participants](#). Canopy MLS does not verify the information provided and disclaims any responsibility for its accuracy. Each Member Participant agrees to hold Canopy MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Member Participant provides.

SECTION 10: OWNERSHIP OF CANOPY MLS COMPILATION, COPYRIGHTS AND LIMITATIONS

- 10 OWNERSHIP OF CANOPY MLS COMPILATION AND COPYRIGHTS:** By the act of submitting property [Listing Content](#) to the MLS, the [Member Participant](#) represents and warrants that the Member Participant is fully authorized to license the property Listing Content as contemplated by and in compliance with this section and the *Canopy MLS Rules and Regulations*, and also, thereby, does grant to the MLS license to include the property Listing Content in the copyrighted Canopy MLS Compilation and also in any statistical report on "comparables."

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

"Canopy MLS Compilation" shall mean any format in which Canopy MLS collects property-listing data, including, but not limited to computer database or any other format.

Note: Canopy MLS complies with the Safe Harbor provisions of the Digital Millennium Copyright Act (DMCA). The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of "online service provider" broadly, which would likely include MLSs as well as Member Participants and [Subscribers](#) hosting an [IDX](#) display.

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

To qualify for this safe harbor, the OSP must:

- (a) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, Member Participant, Subscriber or other individual or entity.
- (b) Develop and post a DMCA-compliant website policy that addresses repeat offenders.
- (c) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) days, then the OSP may restore the removed material.
- (d) Have no actual knowledge of any complained-of infringing activity.
- (e) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.
- (f) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see [17 U.S.C. §512](#).

10.1 OWNERSHIP: All right, title and interest in each copy of every Canopy MLS Compilation created and copyrighted, and the copyrights therein shall, at all times, remain vested in Canopy MLS.

10.2 SUBSCRIPTION LIMITATIONS: Each [Member Participant](#) is entitled to a number of subscriptions to Canopy MLS sufficient to provide the Member Participant and each licensed or certified person affiliated as a licensee with such Member Participant with one subscription. The Member Participant shall pay for each such subscription the Subscription Fee described in Section 6 and in the Membership Policies and Procedures.**

Member Participants and [Subscribers](#) acquire by such subscription only the right to use the Canopy MLS Compilation in accordance with the *Canopy MLS Rules and Regulations*.

***This section does not require the Member Participant to pay for a subscription to the MLS for any licensee (or licensed or certified appraiser) affiliated with the Member Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling or appraising the types of properties required to be submitted to the MLS and who does not, at any time, have access to or use of MLS information.*

SECTION 11: USE OF COPYRIGHTED CANOPY MLS COMPILATIONS

11 DISTRIBUTION: At all times, [Member Participants](#) must maintain control over and responsibility for:

- (a) each copy of any Canopy MLS Compilation (including any digital form of the Canopy MLS Compilation) provided to them by Canopy MLS, and
- (b) the information accessed from the online database as allowed by the MLS

A Member Participant shall not distribute any such copies or information to persons other than [Subscribers](#) who are affiliated with such Member Participant as licensees: those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property; and any other Subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a Member Participant's licensure(s) or certification, and Canopy MLS prohibits unauthorized uses. Further, none of the foregoing is intended to convey "[Participation](#)" or "membership" or any

right of access to information developed or published by the MLS where access to such information is prohibited by law.

11.1 DISPLAY: Canopy MLS permits [Member Participants](#), and those persons affiliated as licensees with such Member Participants, to display the Canopy MLS Compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing and able buyers for the properties described in said Canopy MLS Compilation.

11.2 REPRODUCTION: [Member Participants](#) or their affiliated licensees shall not reproduce any Canopy MLS Compilation, any information originating from the Canopy MLS database or any portion thereof except in the following listed circumstances:

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

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

Member Participants are not precluded from utilizing, displaying, distributing or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Member Participant.

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

None of the foregoing prevents any individual legitimately in possession of current listing information, sold information, comparables or statistical information from utilizing such information to support valuations on particular properties for clients and customers. While any Canopy MLS content in data feeds available to Member Participants for real estate brokerage purposes is also available to Member Participants for valuation purposes, including automated valuations, such use for valuations is provided via a separate data feed. Canopy MLS provides a separate data feed and requires execution of the MLS GRID Data License Agreement to satisfy this requirement. Canopy MLS requires Member Participants who will use such data feeds for valuation purposes, including automated valuations, to pay the reasonably estimated costs incurred by Canopy MLS in adding or enhancing its downloading capacity for this purpose.

Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by the *Canopy MLS Rules and Regulations*.

- 11.3 PROPRIETARY DATA AND CONFIDENTIALITY:** The property data provided to Canopy MLS is proprietary and confidential. All such data is copyrighted by Canopy MLS, and Canopy MLS does not relinquish to any party any of the proprietary or copyright privileges vested in it by law or equity. All such information shall be treated as proprietary and confidential and shall not be disclosed to any third party whatsoever except by Canopy MLS or as otherwise approved by Canopy MLS. Such listing data may be sold, transferred, licensed, conveyed, accessed, leased or shared by a Canopy MLS-approved third party.
- 11.4 DISPOSAL:** Upon the end of its useful life, any Canopy MLS Compilations or information accessed from the online data base shall be archived or disposed of in a fashion that would not allow third parties to gain access to this information.
- 11.5 OBJECTIONABLE FIRM AND WEBSITE NAMES:** [Member Participants](#) and [Subscribers](#) must not indicate or imply in any medium that they operate a multiple listing service. Canopy MLS reserves the right to object to any firm name or website name proposed by a current or potential Member Participant or Subscriber, whose name in Canopy MLS's sole discretion is confusingly similar to any name used in commerce by Canopy MLS, and that Canopy MLS believes could leave the public confused. Names or phrases that Canopy MLS might find objectionable could include "MLS," "Canopy MLS" or any combination when used together or in such close proximity to each other anywhere in their website address (URL) or their website name that it could cause confusion. The use of the words "Multiple" (or "Multi") "Listing" (or "List") or "Service" (or "System") together or in any combination in a website address (URL) or website name is also prohibited.

Canopy MLS staff will record the rejection of a firm or website name proposed by a current or future Member Participant or Subscriber at the time of membership application or when the member first proposes the use of such firm or website name.

If potential new Member Participants or Subscribers refuse to change their firm or website name to something not objectionable, the Canopy MLS Member Services Department will advise the applicants that they will not be allowed to attend orientation and therefore, will not receive access to Supra Keys or Canopy MLS until the name is reviewed by the Canopy MLS Board of Directors at the next regularly scheduled meeting.

When a current Member Participant or Subscriber chooses a new firm or website name found to be objectionable, the Member Participant or Subscriber (as well as the Subscriber's Member Participant) will be notified that if use of the objectionable name does not cease within five (5) business days, access to the MLS will be terminated for the Member Participant or Subscriber. Additionally, the [IDX](#) data feed will be terminated for the Member Participant or Subscriber's Member Participant.

- 11.6 USE OF THE TERM MLS:** [Member Participants](#) and [Subscribers](#) shall not use the term "MLS" "multiple listing service" or any derivatives thereof, to represent or imply, on their own websites or on any advertising in any medium, that the public will have access to the MLS. The only acceptable use of the term MLS is for a Member Participant or Subscriber to indicate they are a member of the MLS or to describe the services they provide.
- 11.7 CONFIDENTIAL DATA FIELDS:** A [Member Participant](#) or [Subscriber](#) shall not disclose confidential data fields to any consumer, whether orally, on a [VOW](#), [IDX](#) website or via any other means,

unless the Member Participant or Subscriber is the [Listing Brokerage](#). Canopy MLS has classified as confidential the following data fields:

COMPANY REMARKS	PROJECTED CLOSING DATE
EXPIRATION DATE (unless the listing is Expired)	SELLING OFFICE (unless the listing is Closed)
OCCUPANT TYPE	SELLING AGENT (unless the listing is Closed)

SECTION 12: USE OF CANOPY MLS INFORMATION

12 LIMITATIONS: Use of information from the Canopy MLS Compilation of current listing information, from Canopy MLS' statistical reports or from any sold or comparable report of Canopy MLS for public mass-media advertising by a [Member Participant](#) or in other public representations, may not be prohibited.

However, any print or nonprint forms of advertising or other forms of public representations based in whole or in part on information supplied by Canopy MLS must clearly demonstrate the period of time over which such claims are based, and must include the following, or substantially similar, notice:

"Based on information from Canopy MLS for the period (date) through (date) (and the area covered)."

SECTION 13: AMENDMENTS

13 CHANGES IN RULES AND REGULATIONS: Any changes to the Canopy MLS Rules and Regulations promulgated by MLS Grid or mandated by the National Association of REALTORS® shall automatically be incorporated into these rules and do not require Canopy MLS Board of Directors approval. All other changes to these rules require a majority vote of the members of the Canopy MLS Board of Directors present and voting.

SECTION 14: MANDATORY ORIENTATION AND ADDITIONAL TRAINING

14 ORIENTATION: Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with a [Member Participant](#) who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the *Canopy MLS Rules and Regulations* and computer training related to MLS information entry and retrieval and the MLS operation within 30 days after access has been provided.

Member Participants and [Subscribers](#) may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any 12-month period when deemed necessary by the MLS to familiarize Member Participants and Subscribers with MLS system changes or enhancements and/or changes to the *Canopy MLS Rules and Regulations* or policies. Member Participants and Subscribers are given the opportunity to complete any mandated orientation and additional training remotely.

APPENDIX A: MLS GRID IDX RULES

Canopy MLS is a participating partner in MLS GRID, and uses MLS GRID to license and provide access to MLS data feeds for Member Participants, Subscribers and their designated technology vendors. Visit [Canopy MLS Data Licensing](#) to request a data feed. All capitalized terms carry the same definitions given in the MLS GRID Data License Agreement.

- 1. IDX AND MLS GRID DATA USAGE:** IDX or Broker Reciprocity is defined as a cooperative program where the Member Participant grants permission to display their listings on the websites of other Member Participants, and receives the same permissions in return. The use of MLS GRID Data for IDX grants MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. Electronic display subject to these IDX Rules means displays on public websites and displays using applications for mobile devices that the Member Participant controls. In order to use MLS GRID Data, a Member Participant must be actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyers or seller(s) in real estate transactions.
- 2. CONSENT TO IDX DISPLAY:** The Member Participant's consent for display of their listings by other Member Participants may be presumed unless a Member Participant affirmatively notifies MLS GRID or their MLS that they refuse to permit display on a listing-by-listing basis or a Member Participant affirmatively notifies MLS GRID or their MLS that they refuse to permit display on a blanket basis. An MLS may require a Member Participant to affirmatively Opt-In their listings on a listing-by-listing basis to consent for display of their listings by other Member Participants. Any Member Participant may at any time, by written notice to MLS GRID, request that no data from their listings be included in MLS GRID Data for IDX and an IDX Opt-Out Form may be required. Within ten (10) Business Days after receipt of such notice, MLS GRID shall discontinue including any data from the Member Participant's listings in the MLS GRID Data for IDX.
- 3. PARTICIPATION:** Participation in IDX is available to all Member Participants who are authorized by their applicable MLS's Governing Documents and who consent to the display of their listings by other Member Participants.
- 4. NOTICE OF INTENT:** Each Member Participant must notify MLS GRID or their applicable MLS of their intention to establish a website, an application, or to provide services involving the use and/or display of MLS GRID Data. Member Participants also must give MLS GRID direct access for purposes of monitoring and ensuring compliance with applicable policies and license agreements, including these IDX Rules.
- 5. USE OF MLS GRID DATA:** Member Participants may not use IDX-provided listings for any purpose other than display as provided for in these IDX Rules. This does not require the Member Participant to prevent indexing of listings by recognized search engines.
- 6. CONTROL AND BRANDING:** Any IDX display must be under the actual and apparent control of a single Member Participant who has executed a MLS GRID Data License Agreement. Actual control means that the Member Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Member Participant final control over the operations of the website. Additionally, "actual control" means the ability to add, delete, modify and update information as required by MLS GRID and their applicable MLS's Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Member Participant. The following are

currently conclusively deemed to be evidence of apparent control: that the Member Participant's branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Member Participant from nonparticipating firms, e.g., from other franchisees of the same franchise, if applicable.

- 7. WITHHOLDING PROPERTY ADDRESS FROM DISPLAY:** Listings, including property addresses, can be included in displays of MLS GRID Data except where a seller has directed their Member Participant to withhold their listing or the listing's property address from all public display on the Internet (including, but not limited to, display on publicly-accessible websites or VOWs or on maps) or other electronic forms of display or distribution.
- 8. SELLER WITHHOLDING IDX LISTING FROM DISPLAY:** A Member 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 or other electronic forms of display or distribution shall cause the seller to execute a document that includes such a provision, in accordance with their applicable MLS Governing Documents.
- 9. CRITERIA FOR IDX DISPLAY:** Member Participants may select the listings they choose to display through IDX based solely on objective criteria, including but not limited to factors such as geography or location, list price, type of property or type of listing. Selection of listings displayed through IDX must be independently made by each Member Participant. If the Member Participant chooses to limit the display of any listings based on objective criteria, the Member Participant's IDX site must include a disclosure to consumers that clearly states "Some IDX listings have been excluded from this website."
- 10. CRITERIA FOR THUMBNAIL DISPLAY:** "Thumbnail" refers to a summary of listing information containing no more than eight selection criteria describing the property (e.g. List Price, MLS Number, Address, Beds, Baths, SqFt., Status and Subdivision). Any search result identifying another Member Participant's listing in a thumbnail format may not include contact information or branding of the Member Participant's IDX site or brokerage.
- 11. REFRESH OF MLS GRID DATA DOWNLOADS:** Each Member Participant must refresh all MLS GRID Data downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours to include new data and exclude data that has been removed from the MLS GRID Data.
- 12. SHARING OF MLS GRID DATA COMPILATION:** Sharing of the MLS GRID Data compilation with any third party not authorized by MLS GRID is prohibited.
- 13. IDENTIFYING MEMBER PARTICIPANT'S BROKERAGE FIRM:** All IDX displays must be under the actual and apparent control of a Member Participant and must clearly identify the name of the brokerage firm under which the Member Participant operates in a readily visible color and typeface. Displays of minimum information (e.g. a one-line or "thumbnail," text messages, "tweets," etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.
- 14. THIRD-PARTY COMMENTS AND AUTOMATED VALUE ESTIMATES:** Any IDX display controlled by a Member Participant 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 listing at the request of the seller. The listing broker or agent shall communicate to

the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by the Member Participant. Except for the foregoing and subject to the section below, a Member Participant's IDX display may communicate the Member Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

- 15. ACCURACY OF INFORMATION:** If the Member Participant publishes content to augment the data sourced by the MLS GRID, then the Member Participant shall maintain a means (e.g. email address, telephone number) to receive comments about the accuracy of content. The Member Participant shall correct or remove any content that is false, fraudulent or deceptive upon receipt of a communication explaining why the data or information is false, fraudulent, or deceptive. However, Member Participant need not remove or correct any content that the Member Participant determines in their good-faith opinion, advice, or professional judgment is not false, fraudulent, or deceptive.
- 16. CO-MINGLING OF DATA/DISPLAYING PROPERTY INFORMATION FROM OTHER SOURCES:** The search results and display of listing information and property details sourced from MLSs (including through the MLS GRID) may be augmented with property information from other non-MLS sources subject to the following:
- a. the information is otherwise displayed consistent with these rules;
 - b. the source of the information must be prominently identified in the search results and in the display of the property's details. The source of the information must be displayed in a readily visible color and typeface not smaller than the median used in the display of the listing data. For example, no tiny text or gray text displayed on a gray background. Displays of minimal information (e.g. "thumbnails, text messages, tweets", etc., or two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application;
 - c. Any function that permits a user to search among property information sourced from MLSs and from other sources must permit (but need not require) the user to choose to filter the search results based upon the source of the information (e.g., a user may choose to limit results only to properties with information sourced from MLSs). This requirement is effective beginning January 1, 2025.
- 17. SUSPENSION OR TERMINATION OF ACCESS TO MLS GRID DATA:** In the event of any default by the Member Participant, or the occurrence of any event which MLS GRID believes may constitute an event of default by the Vendor under these IDX Rules, including any violation of or noncompliance with the MLS GRID Data License Agreement, or failure by the Member Participant to pay any fees or fines owing to MLS GRID, MLS GRID may at its option and without prior notice to the Member Participant, and in its sole discretion temporarily suspend, or terminate, the license granted to Member Participant to access the MLS GRID Data until all outstanding fees have been paid in full or the default has been cured.
- 18. UNAUTHORIZED IDX ADVERTISING:** No display or use of the listings, or any portion of the listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials or any other form of unsolicited message, whether commercial or otherwise.

- 19. DISPLAY OF FIELDS OF DATA:** Listings displayed pursuant to IDX shall contain only those fields of data designated by MLS GRID. Display of confidential fields intended only for other Member Participants is prohibited. Confidential fields intended only for other Member Participants (e.g. showing instructions, and property security information) may not be displayed. Fields may be designated as confidential at the discretion of the applicable MLS. Vendors may request a comprehensive list of confidential fields from the MLS GRID for each MLS.
- 20. LISTING AGREEMENT TYPE:** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.
- 21. PROHIBITION OF LISTING MODIFICATION:** No MLS GRID Data made available to a Member Participant for IDX display shall be modified by such Member Participant, except that the display of IDX listings or other data may be augmented with additional data not otherwise prohibited from display so long as the source of the other data is clearly identified. This requirement does not restrict the modification of the listing using RESO-approved synonyms for normalization purposes. This requirement does not restrict the format of the display of the IDX listings or display of fewer than all of the IDX listings or display of fewer than the authorized data fields.
- 22. IDENTIFYING THE LISTING BROKERAGE:** With the display of any IDX listings, all listings displayed pursuant to IDX shall identify the listing brokerage name, the listing number, the email or phone provided by the Member Participant and the status of the listing immediately adjacent to the property information. When displaying a sold listing, the name of the cooperating brokerage OR the following disclaimer must also appear: "Properties displayed may be listed or sold by various participants in the MLS," as established by the applicable MLS Governing Documents.

Required items must be displayed in a readily visible color and typeface not smaller than the median used in the display of listing data. For example, no tiny text or gray text displayed on a gray background. Displays of minimal information (e.g., "thumbnails, text messages, "tweets," etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

- 23. IDENTIFYING THE SOURCE OF IDX LISTINGS:** The display of any IDX listings shall clearly and conspicuously identify the providing MLS as the source of the IDX listings as distributed by the MLS GRID (e.g., "Listings courtesy of APPLICABLE MLS as distributed by MLS GRID") in accordance with these IDX Rules. MLS GRID approved icons or logos identifying MLS GRID as the source of IDX listings must appear on the first page where any listings are displayed. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc., or two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.
- 24. CONSUMER USE OF IDX LISTINGS:** Member Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal noncommercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, that the data is deemed reliable but is not guaranteed by MLS GRID, and that the use of the MLS GRID Data may be subject to an end-user license agreement prescribed by the Member Participant's applicable MLS, if any, and as amended from time

to time. MLS GRID may, at its discretion, require use of other disclaimers as necessary to protect Member Participants, and/or their MLS from liability.

Each display or use of the IDX Listings, or any portion of the IDX Listings, shall include the conspicuous display of the following:

“Based on information submitted to the MLS GRID as of _____ (date and time MLS GRID Data was obtained). All data is obtained from various sources and may not have been verified by broker or MLS GRID. Supplied Open House Information is subject to change without notice. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.”

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

- 25. MAP DISPLAY OF IDX LISTINGS:** With a map display on an IDX website showing the locations of the listings matching a consumer’s search with icons or pins, where a consumer may display a “pop-up” or “balloon” over the icon or pin by clicking or holding the mouse over it, required elements need not be displayed provided that (a) the consumer can click on the pop-up or balloon and view a page, including the listing information and the required elements; or (b) there is a display elsewhere on the page on which the map appears that includes the listing information and the required elements for all such listings on the map.
- 26. LIMIT ON NUMBER OF LISTINGS DISPLAYED:** The display of any IDX listings in response to a query from a consumer shall not be limited to fewer than five hundred (500) listings or fifty percent (50%), whichever is fewer, and no more than two thousand-five hundred (2,500) listings per search. This does not apply to displays showing mapping pins and no other listing data.
- 27. DISPLAY OF OFF-MARKET OR SOLD LISTINGS:** The display of expired and withdrawn listings may be prohibited by the Member Participant’s applicable Governing Documents, and may be excluded from MLS GRID Data. If expired and withdrawn listings are available in MLS GRID Data for IDX, the display of those listings is authorized, except to the extent these rules expressly state otherwise.
- 28. DISPLAY OF SELLER INFORMATION:** The display of the seller’s and/or occupant’s name(s), phone number(s) and email address(es) is prohibited.
- 29. SECURITY OF IDX LISTINGS:** Each Member Participant is required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required by MLS GRID may not be greater than those employed by MLS GRID. Each Member Participant shall make reasonable efforts to avoid “scraping” of the MLS GRID Data by third parties or displaying of that data on any other website. Reasonable efforts shall include but not be limited to (a) Monitoring the website for signs that a third party is “scraping” data and (b) Prominently posting notice that any use or search of data on the website, other than by a consumer looking to purchase real estate, is prohibited. If a Member Participant suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to MLS GRID or their applicable MLS immediately.
- 30. REQUIRED DMCA NOTICE:** Member Participant’s IDX site must comply with The Digital Millennium Copyright Act of 1998 by including appropriate notification instructions to users. A Vendor or Member Participant that receives a DMCA notice of infringement must immediately (no later than 24 hours

after receipt) notify MLS GRID at DMCAnotice@MLSGRID.com. A Member Participant's IDX site must include the conspicuous display of the following two paragraphs:

The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the "DMCA"), provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any content or material made available in connection with our website or services infringes your copyright, you (or your agent) may send us a notice requesting that the content or material be removed, or access to it blocked. Notices must be sent in writing by email to: [Insert e-mail address for Member Participant's DMCA designated agent (e.g. copyright@ABCrealstatefirm.com)].

"The DMCA requires that your notice of alleged copyright infringement include the following information: (1) description of the copyrighted work that is the subject of claimed infringement; (2) description of the alleged infringing content and information sufficient to permit us to locate the content; (3) contact information for you, including your address, telephone number and email address; (4) a statement by you that you have a good faith belief that the content in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (6) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above information may result in the delay of the processing of your complaint.

- 31. FALSE OR MISLEADING ADVERTISING AND REPRESENTATIONS:** Member Participant may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the Member Participant's relationship to their applicable MLS, about the applicable MLS itself, or about any property listed with their applicable MLS. Co-branding may be permitted if the Member Participant's brokerage firm logo and contact information is larger than that of any third party. Member Participant shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and Member Participant may not: (a) Engage in deceptive or unauthorized framing of real estate brokerage websites; (b) Manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or (c) Deceptively use metatags, keywords or other devices/methods to direct, drive or divert Internet traffic, or to otherwise mislead consumers.
- 32. PROHIBITED LANGUAGE:** Member Participant shall not indicate or imply in any manner that the Member Participant is a multiple listing service or broker listing cooperative, or that the consumer has access to or may search Member Participant's applicable MLS. For example, Member Participant shall not state that the consumer may "search the MLS"/"search the BLC" or "access the MLS"/"access the BLC," or similar language. MLS GRID reserves the right to object to any Member Participant's firm name or domain name, if MLS GRID believes in its sole discretion the name used is confusingly similar to any name used in commerce by MLS GRID or its MLS members. MLS GRID similarly reserves the right to object to the use of any combination of the words "Multiple" (or "Multi"), "Listing" (or "List"), or "Service" (or "System"). Member Participants using prohibited language will not be granted access to MLS GRID Data for IDX display.
- 33. THIRD-PARTY ADHERENCE TO RULES:** Member Participants will take steps to ensure that any consultant and/or third party hired to help Member Participant set up and maintain Member Participant's IDX display reads, understands and executes the MLS GRID Data License Agreement and adheres to these IDX Rules.

34. SERVICE FEES, CHARGES AND FINES: Fees and charges for participation in IDX services from MLS GRID shall be as established by Member Participant's applicable MLS. Costs incurred by MLS GRID in providing MLS GRID Data to Member Participant may be assessed by MLS GRID to the Member Participant at its sole discretion.

Failure to adhere to these IDX Rules may result in a fine in an amount specified by the Member Participant's applicable MLS. MLS GRID or the applicable MLS will notify the Member Participant of any violation of these IDX Rules, and the amount of the corresponding fine for noncompliance. Member Participants who have received more than one notification from MLS GRID for the same infraction within 180-day period, a \$250 habitual fine will be levied. This fine will increase to \$500 upon the third notification, and \$1,000 and possible termination of the MLS GRID Data License Agreement upon fourth notification.

APPENDIX B: MLS GRID VOW RULES

Canopy MLS is a participating partner in MLS GRID, and uses MLS GRID to license and provide access to MLS data feeds for Participants, Subscribers and their designated technology vendors. Visit [Canopy MLS Data Licensing](#) to request a data feed. All capitalized terms carry the same definitions given in the MLS GRID Data License Agreement.

1. VOW DEFINED

- (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 GRID Data, subject to the Participant’s oversight, supervision and accountability. Nonprincipal brokers or sales licensees affiliated with a Participant may, with their Participant’s consent, operate a VOW. Any VOW of a nonprincipal broker or sales licensee is subject to the Participant’s oversight, supervision and accountability.
- (b) As used in these Rules, the term “Participant” includes a Participant’s affiliated nonprincipal 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 nonprincipal 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 GRID by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS GRID Data except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS GRID Data is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- (d) As used in these Rules, the term “MLS GRID Data” refers to active listing information and closed data provided by Participants to their applicable MLS and aggregated and distributed by the MLS GRID to Participants.

2. SCOPE OF POLICY

- (a) The right of a Participant’s VOW to display MLS GRID Data 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 primary 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 Participants whose listings will be displayed on the Participant’s VOW.

3. CONSUMER REGISTRATION VOW REQUIREMENTS

- (a) Before permitting any consumer to search for or retrieve any MLS GRID Data on their VOW, Participants 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, nonagency 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. Participants may, at their option, supply the user name and password or may allow the Registrant to establish its user name and password. Participants 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 MLS GRID has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS GRID Data or violated MLS GRID rules, the Participant shall, upon request of MLS GRID, 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 MLS GRID, provide an audit trail of activity by any such Registrant.
- (d) The Participant shall require each Registrant to review, and affirmatively 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, noncommercial use;
 - (iii) That the Registrant has a bona fide interest in the purchase, sale or lease of real estate of the type being offered through the VOW;
 - (iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
 - (v) That the Registrant acknowledges their applicable MLS's ownership of, and the validity of their applicable MLS's copyright in, their applicable 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 MLS GRID, and other MLS GRID Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS GRID 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.
4. **CONTACT INFORMATION:** A Participant's VOW must prominently display an email 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 nonprincipal 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.
 5. **MONITORING:** A Participant's VOW must employ reasonable efforts to monitor for and prevent misappropriation, "scraping," and other unauthorized use of MLS GRID Data. 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 MLS GRID.
 6. **CONTROL AND BRANDING:** Any VOW display must be under the actual and apparent control of a single Participant who has executed a MLS GRID Data License Agreement. Actual control means that the Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Participant final control over the operations of the website. Additionally, "actual control" means the ability to add, delete, modify and update information as required by MLS GRID and their applicable MLS's Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Participant's branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Participant from nonparticipating firms, e.g., from other franchisees of the same franchise, if applicable.
 7. **LISTINGS OR PROPERTY ADDRESSES:** 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 (including, but not limited to, display on publicly-accessible websites or VOWs or on maps publicly-accessible websites or VOWs) or other electronic forms of display or distribution.
 - (a) The listing broker shall communicate to their applicable MLS, or MLS GRID, 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 seller(s) 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 want the listed property to be displayed on virtual office websites with the following conditions.

	YES	NO
Display Address	[<input type="checkbox"/>]	[<input type="checkbox"/>]
Allow Automated Valuation Models – (AVMs)	[<input type="checkbox"/>]	[<input type="checkbox"/>]
Allow Consumer Comments	[<input type="checkbox"/>]	[<input type="checkbox"/>]

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.

8. COMMENTS AND REVIEWS

- (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 Brokerage or agent shall communicate to their applicable MLS, or MLS GRID, that the seller has elected to have one or both of these features disabled or discontinued on all Participants’ websites. Subject to the foregoing, 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."

- 9. ACCURACY OF PROPERTY INFORMATION:** A Participant’s VOW shall maintain a means (e.g., email 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 Broker Listing Cooperative® listing service 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 Brokerage 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.

- 10. UPDATING OF INFORMATION:** A Participant shall cause MLS GRID Data available on its VOW to be refreshed at least once every twelve (12) hours.
- 11. DISTRIBUTION OF INFORMATION:** 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 GRID Data to any person or entity.
- 12. PRIVACY POLICY:** 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.
- 13. EXCLUSION OF LISTINGS:** 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 and type of property.
- 14. REMOVED 8/1/2024**
- 15. INTENTION TO OPERATE VOW:** A Participant who intends to operate a VOW to display MLS GRID Data must notify their applicable MLS, or MLS GRID, of its intention to establish a VOW and must make the VOW readily accessible to MLS GRID and to all MLS GRID Participants for purposes of verifying compliance with these Rules, the MLS GRID Data License Agreement and any other applicable MLS rules or policies.
- 16. MULTIPLE VOWS:** Participants may operate more than one VOW themselves or through an AVP. Participants who operate their own VOW may contract with an AVP to have the AVP operate other VOWs on their behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.
- 17. LICENSE AGREEMENT:** Participants and the AVPs operating VOWs on their behalf must execute the MLS GRID Data License Agreement required by MLS GRID.
- 18. EXCLUSION FROM SEARCHES:** (Intentionally omitted MLS GRID rule not applicable to Canopy MLS.)
- 19. CHANGING OR AUGMENTING CONTENT:** A Participant shall not change the content of any MLS GRID Data that is displayed on a VOW from the content as it is provided by MLS GRID. The Participant may, however, augment MLS GRID Data with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS GRID Data on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.
- 20. IDENTIFYING LISTING FIRM AND SOURCE OF LISTINGS:** A Participant shall cause any listing that is displayed on pursuant to VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the Participant, in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. The display of any VOW listings shall clearly and conspicuously identify the providing MLS as the source of the VOW listings as distributed by the MLS GRID (e.g. "Listings courtesy of APPLICABLE MLS as distributed by MLS GRID") in accordance with these VOW Rules.

- 21. LIMITATION ON NUMBER OF LISTINGS:** A Participant shall limit the number of listings that a Registrant may view, retrieve or download to no fewer than five hundred (500) listings or fifty percent (50%) of the listings available for display, whichever is fewer.
- 22. PASSWORD CHANGE:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.
- 23. ADVERTISING:** A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on the Participant's behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.
- 24. SOURCE OF LISTINGS:** A Participant shall cause any listing displayed on the Participant's VOW that is obtained from other sources, including from another MLS or from a broker not participating in MLS GRID, to identify the source of the listing.
- 25. SEARCHING OF LISTINGS FROM OTHER SOURCES:** (Intentionally omitted MLS GRID rule not applicable to Canopy MLS.)
- 26. WITHHELD LISTINGS:** (Intentionally omitted MLS GRID rule not applicable to Canopy MLS.)
- 27. VOW NOTICE:** A Participant shall cause to be placed on the Participant's VOW a notice indicating that the MLS GRID Data displayed on the VOW is deemed reliable but is not guaranteed accurate by MLS GRID. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or MLS GRID, or their applicable MLS, from liability.
- 28. SECURITY:** (Intentionally omitted MLS GRID rule not applicable to Canopy MLS.)