

PLEASE READ THIS LICENSE AGREEMENT AND OUR PRIVACY POLICY (THE "AGREEMENT") CAREFULLY BEFORE YOU LOG ONTO AND/OR ACCESS THE MATRIX SYSTEM. THIS AGREEMENT EXPLAINS CORELOGIC SOLUTIONS, LLC'S ("CORELOGIC") OBLIGATIONS TO YOU, YOUR OBLIGATIONS TO CORELOGIC, THE TERMS AND CONDITIONS FOR YOUR USE OF THE MATRIX SYSTEM AND WILL CONSTITUTE A BINDING CONTRACT BETWEEN YOU AND CORELOGIC. BY CLICKING ON THE "I ACCEPT" BUTTON, OR BY LOGGING ONTO OR ACCESSING THE MATRIX SYSTEM, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY ALL OF THE TERMS IN THIS AGREEMENT, YOU SHOULD CLICK ON THE "I DECLINE" BUTTON AND YOU MAY NOT LOG ONTO OR ACCESS THE MATRIX SYSTEM.

MATRIX SYSTEM LICENSE AGREEMENT AND PRIVACY POLICY

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE MATRIX SYSTEM BETWEEN YOU AND CORELOGIC AND SUPERSEDES ANY PRIOR PROPOSAL, REPRESENTATION OR UNDERSTANDING. THIS AGREEMENT APPLIES TO THE MATRIX SYSTEM AND ANY AND ALL MATRIX SYSTEM MODIFICATIONS, UPGRADES OR IMPROVEMENTS FURNISHED TO YOU BY CORELOGIC.

1.0. PURPOSE.

You are a member or subscriber of a multiple listing service entity ("MLS Entity") that provides you with certain services and access to, among other things, real estate listing data. CoreLogic and the MLS Entity have entered into an agreement under which CoreLogic licenses to your MLS Entity the Matrix real estate database management information system ("Matrix System") that contains real estate listing data and images ("MLS Data"), proprietary software of CoreLogic and its licensors ("Matrix") and may contain your personal customer contact information ("Personal Data"), information derived from MLS Data (e.g. market statistics, listing history/property archive reports) logos, graphic images and other data representing public records/tax-related information (collectively "System Information"). Your MLS Entity sublicenses the Matrix System to its members. This agreement grants you a license to use the Matrix System and to access various stored data elements subject to the terms described herein.

2.0. RIGHT TO ACCESS THE MATRIX SYSTEM.LOGON. Matrix System access is permitted via a valid MLS logon (as supplied by MLS Entity). CoreLogic will collect, through your MLS Entity, information including, but not limited to, name, email address and logon ID.

3.0. LICENSE GRANT AND RESTRICTIONS.

3.1. License. Subject to the terms and conditions of this Agreement and your participation in the MLS Entity, CoreLogic grants to you, and you accept, a nonexclusive, non-transferable, revocable license to access the Matrix System and any documentation only as authorized in this Agreement for purposes of selling real estate. This license does not include any right to source code for the Matrix System.

3.2. Restrictions. Except as expressly set forth in this Agreement, you may not (a) copy, decompile, reverse engineer, or otherwise translate the Matrix System;(b) disable any license or control features of the Matrix

System; (c) license, sublicense, rent, or sell the Matrix System (or any portion thereof), or (d) use the Matrix System in any way which would violate any federal, state, provincial local law, ordinance, judicial ruling or administrative rule or regulation. Under no circumstances shall you make available for access or otherwise transfer directly or indirectly to a third party, in whole or in part, the Matrix System or the associated documentation, without CoreLogic's prior written consent.

3.3. Limitations on Use; MLS Entity Agreement. You acknowledge and agree that the MLS Entity must have granted you the right, at all times, to access the Matrix System in order to retain the license granted for the Matrix System to you by CoreLogic under this Agreement. You warrant that you currently have such rights from the MLS Entity and that you are a member or subscriber in good standing with said MLS Entity. You agree to be bound by the terms of this Agreement as well as any changes, amendments, or successor agreements hereto.

3.4. Operational Requirements. You are responsible, at your sole cost and expense, for complying with Matrix System minimum operational requirements, including any updates and upgrades. These minimum operational requirements are set forth on the CoreLogic website. These minimum operational requirements can be modified from time to time by CoreLogic and the modifications will appear on the website.

3.5. Use to Export Third Party Data. The Matrix System may give you the capability to export, copy, compile, print or report certain System Information. Neither this Agreement nor the presence of any features implicitly or explicitly grants you any rights to use such System Information in any way other than permitted by the owner of such System Information. The Matrix System access alone does not grant you any right to re-commercialize data, in whole or in part, by selling, licensing, renting, distributing or otherwise transferring rights in the System Information to any other party for any purpose whatsoever.

4.0. CORELOGIC PROPRIETARY RIGHTS. You acknowledge and agree that the Matrix System (and any modifications, upgrades or improvements) and associated documentation (and any revisions) are proprietary products of CoreLogic protected under U.S. copyright law. You further acknowledge and agree that all right, title, and interest in and to the Matrix System and associated documentation (including modifications, upgrades or improvements) as well as associated intellectual property rights, are and shall remain with CoreLogic. This Agreement does not convey to you an interest in or to the Matrix System, but only a limited right of use terminable in accord with the terms of this Agreement.

5.0 TERM; TERMINATION.

5.1. Term. The term of the license granted herein shall be concurrent with the term of this Agreement and the term of the agreement between CoreLogic and the MLS Entity. Subject to the conditions herein, the term of this Agreement shall commence on the date of your first logging onto the Matrix System and/or otherwise accessing the Matrix System and shall extend until terminated by you, CoreLogic or the MLS Entity.

5.2. Termination. This Agreement shall terminate upon the occurrence of any of the following: (1) you fail to comply with the terms of this Agreement; (2) you lack access rights to the Matrix System described in

Section 1 and Subsection 3.3; (3) you are no longer a member in good standing of the MLS Entity; (4) the MLS Entity has requested that CoreLogic discontinue your access; or (5) the agreement between the MLS Entity and CoreLogic terminates.

6.0. LIMITED WARRANTY; REMEDY; DISCLAIMER.

6.1. Warranty and Remedy - The Matrix System. For your benefit alone, CoreLogic warrants for the term of this Agreement that the Matrix System will perform substantially in accordance with the end-user documentation that is available online on the Matrix System. The foregoing warranty does not cover damage or failure caused by improper use or neglect, your failure to comply with the minimum operational requirements for the Matrix System, any software delivered under this Agreement, or your modification or use of the Matrix System and any software delivered under this Agreement contrary to the terms of this Agreement or the documentation. Provided further, CoreLogic does not warrant the (i) speed of access to data via the Internet or via communication lines over which CoreLogic has no direct or immediate control; (ii) the Matrix System or any software delivered under this Agreement if you do not maintain the minimum operational requirements; or (iii) any functionality that is available through links to third party sites. Your sole and exclusive remedy for breach of the foregoing warranty shall be either repair or replacement as CoreLogic may elect.

6.2. DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE, THE MATRIX SYSTEM, THE SOFTWARE AND ANY RELATED DOCUMENTATION ARE LICENSED "AS IS" AND CORELOGIC DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7.0. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL CORELOGIC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA (EVEN SHOULD CIRCUMSTANCES RENDER ANY OR ALL OF THE REMEDIES SET FORTH IN THIS AGREEMENT TO FAIL OF ITS/THEIR ESSENTIAL PURPOSE AND EVEN IF CORELOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). ANY CLAIM AGAINST CORELOGIC SHALL BE LIMITED TO THE AMOUNT PAID ON YOUR BEHALF BY THE MLS ENTITY TO CORELOGIC, IF ANY, DURING THE SIX MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE FOR USE OF MATRIX.

8.0 INDEMNIFICATION.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS CORELOGIC, ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, PARENT, SUBSIDIARIES, AFFILIATES AND AGENTS FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGE AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM ANY VIOLATION OF THIS AGREEMENT OR YOUR NEGLIGENT, IMPROPER OR ILLEGAL USE OF THE MATRIX SYSTEM OR SYSTEM INFORMATION.

9.0. GOVERNING LAW; FORUM SELECTION; STATUTE OF LIMITATIONS; WAIVER OF JURY TRIAL. The interpretation and construction of this Agreement shall be governed by the laws of the State of California. You consent to the exclusive jurisdiction of, and waive any venue objections against, the United States District Court for the Central District of California, Orange County Division and the Superior and Municipal Courts of the State of California located in Orange County with respect to all disputes and causes of action arising out of or related to this Agreement, your use of the Matrix System, System Information or other claims/causes of action by you against CoreLogic. Any cause of action you may have with respect to this Agreement or by virtue of your use of the Matrix System, or System Information must be commenced within one year after the claim or cause of action arises or such claim or cause of action is barred. CORELOGIC AND YOU WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY WITH REGARD TO ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT, THE MATRIX SYSTEM, SYSTEM INFORMATION OR SERVICE PROVIDED BY CORELOGIC.

10.0. SEVERABILITY. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the invalid provision is declared to be severable and the validity and enforceability of the remaining provisions and the applications thereof shall not be affected thereby. Notwithstanding the above, such invalid provision shall be construed, to the extent possible, in accordance with the original intent of this Agreement.

11.0. NO WAIVER. Failure by either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

12.0. U.S. GOVERNMENT RESTRICTED RIGHTS. Any software and related documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph 9(c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs c(1) and (2) of the Commercial Computer Software - Restricted Rights 48 C.F.R. 52.227-19, as applicable.

13.0. TRADEMARK. Matrix is a registered trademark of CoreLogic. No right, license or interest to such trademark is granted hereunder and you agree that no such right, license or interest shall be asserted by you with respect to such trademark.

14.0. THIRD PARTIES. This Agreement is not intended, and shall not be construed to be, for the benefit of any third party.

15.0. ASSIGNMENT. You may not transfer, sell or assign any rights or obligations in or to the Matrix System or this Agreement to anyone else and any attempt to do so shall be void.

16.0. MODIFICATION OF THIS AGREEMENT. CoreLogic reserves the right to change the terms, conditions and notices under which the Matrix System is offered. You are responsible for regularly reviewing these terms and conditions. Continued use of the Matrix System after any such changes shall constitute your consent to such changes and your agreement to be bound by them.

17.0. RESERVED RIGHTS. All rights not expressly granted herein are reserved to CoreLogic.

PRIVACY POLICY

It is very important to CoreLogic that you are able to retain your privacy while you take advantage of all the Internet has to offer. For this reason, CoreLogic will operate by the following principles. By licensing Matrix, you are accepting the practices described in this Privacy Policy.

1. NOTICE OF INFORMATION (INCLUDING PERSONAL INFORMATION) COLLECTED. We will collect certain Personal Information, including your name, company name, street address, phone numbers, email addresses and MLS membership number, MLS login identification and password if you are a user of CoreLogic's online MLS service.

2. INFORMATION SHARING AND CONSENT. CoreLogic uses information that you provide to improve the operations of its site, to statistically analyze site usage, to improve content and product offerings and to customize the site's content and layout. Notwithstanding anything to the contrary in this Privacy Policy, CoreLogic does not sell or otherwise share any information you provide to us with any third parties.

Our site may contain links to other sites not affiliated with CoreLogic. These sites have their own policies and practices regarding online privacy and CoreLogic cannot be responsible for the privacy practices or the content of these websites. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

3. SECURE DATA STORAGE AND TRANSFERS. CoreLogic has built security features (e.g. access controls, encryption, etc.) that provide protection for information transmitted to and from this website. You accept and understand that it is not possible to ensure unconditional security and confidentiality from unauthorized third parties when transmitting information across the Internet which is a public network. You accept the possible risk of disclosure of information during transmission between CoreLogic and you, or while residing in your personal computer and/or network and hereby waive any rights that you might have against CoreLogic arising from disclosure. You also agree to hold CoreLogic harmless against any claims for damage suffered as a result of such disclosure.

4. USE OF COOKIES. A cookie is a very small text file that a website saves to your computer's hard disk to store information that you provide about yourself or to store your preferences. CoreLogic may use cookies to tailor your experience at the site, show you content of interest to you, display the content according to your preferences and maintain information about your activity on the site. This information may be shared

on an aggregate basis. Sites linked to or embedded within Matrix may use their own cookies. This privacy policy does not address how these companies use their cookies. It is important for you to read the privacy statement and terms of use for each site you visit to ensure you are comfortable with how they might use your Personal Information.

5. UPHOLDING OUR LEGAL RESPONSIBILITIES. CoreLogic will disclose Personal Information if required to do so by law or in the good-faith belief that such action is necessary to (a) conform to the edicts of the law or comply with legal process served on CoreLogic or the site; (b) protect and defend the rights or property of CoreLogic, or affiliated websites; and, (c) act under exigent circumstances to protect the personal safety of users of Matrix users and/or the public.

6. APPLICABILITY OF OUR LICENSING AGREEMENT. Any dispute over privacy is subject to this notice and our End-User Agreement, including limitations on damages and applicability of the laws of the State of California. Use of information that we gather now is subject to the Privacy Policy in effect at the time we use the information. We suggest that you check our website frequently to see recent changes.

7. GOOGLE MAPS TERMS, PRIVACY POLICY, LEGAL NOTICES, AND ACCEPTABLE USE POLICY. By entering into this Agreement, you hereby accept and agree to be bound by the Google Maps Terms (http://maps.google.com/help/terms_maps.html or other URL as may be provided by Google), Privacy Policy (<http://www.google.com/privacy/privacy-policy.html> or other URL as may be provided by Google), Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html or other URL as may be provided by Google), and Acceptable Use Policy (http://www.google.com/work/earthmaps/legal/us/maps_AUP.html or other URL as may be provided by Google).

Omni MLS

*MULTIPLE LISTING SERVICE (MLS), Lockbox, and Document & Contract
USAGE*

RULES AND REGULATIONS

V19.1

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I. PURPOSE

Omni MLS. (herein referred to as Omni MLS and or MLS) shall maintain for the use of its USERS, an MLS known as Omni MLS which shall be subject to such Rules and Regulations, also known as Rules and Regulations, as may be hereinafter adopted. Omni MLS is the Authority and Governs the MLS.

CHANGES IN RULES AND REGULATIONS. Amendments to the Rules and Regulations of the Omni MLS shall be governed and subject to approval by Omni MLS and may be made at any time and as needed.

An MLS is a means by which USERS make blanket unilateral offers of compensation to other USERS (acting as seller or buyer agents); by which cooperation among USERS is enhanced; by which information is accumulated and disseminated to enable USERS to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which USERS engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information among the USERS so that USERS may better serve their clients and the public. Entitlement to compensation is determined by the cooperating USERS's performance as a procuring cause of the sale (or lease).

While offers of compensation made by USERS to cooperating AGENTS through MLS are unconditional, a USER's obligation to compensate a cooperating AGENT who was the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the USER and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the USER to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the USER to collect some or all of the commission established in the listing agreement; at what point in the transaction did the USER know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the USER communicated to cooperating AGENTS that the commission established in the listing agreement might not be paid.

In view of the fact that the information disseminated by the Service is of confidential nature; and that the Rules and Regulations are based on the CODE OF ETHICS of the National Association of REALTOR®, the USER is encouraged to promote the membership in a local real estate association to all salespeople working with or for the USER. IT IS ALSO SPECIFICALLY STATED THAT Omni MLS RESERVES THE RIGHT TO CANCEL THE USERS RIGHTS TO USE THE COLLECTIVE SYSTEM AT ANY TIME WITH OUT CAUSE. IT IS ALSO STATED THAT Omni MLS REQUIRES ALL USERS TO FOLLOW THE LAWS OF THE STATE(S) IN WHICH THEY PRACTICE REAL ESTATE.

Omni MLS reserves the right to refuse and or cancel service to anyone at any time.

II. SUPERVISION & GOVERNANCE

The Omni MLS AND THE ADDITIONAL PRODUCTS shall be operated and governed exclusively by Omni MLS AND THEIR FRANCHISEES and the vendors of the products. The steering committee of the MLS will be made up of a specific group of USERS, chosen by Omni MLS with a goal of helping to continue to grow the MLS usage throughout the territory. Members of the Steering Committee may be added or removed at any time by Omni MLS.

III. DEFINITIONS:

AFFILIATE: Any employee or salesperson of a USER who has access to and utilizes the Service through the USER (principal).

ASSISTANT: Any person with an administrative credential may not under any circumstances be designated as a listing or selling agent on a property.

AGENT: An individual who is representing a buyer or sellers of real estate.

AUTHORITY: Omni MLS a US corporation, maintains for the use of the USERS and Subscribers the Omni MLS, which is subject to these rules and regulations.

AVAILABILITY OF LISTING: A listing shall be made available for showing to cooperative members, even during contract negotiations which include counter offers, and listings being shown for the purpose of backup offers.

BROKER: As the term BROKER is not readily used throughout the territory, any use of the word BROKER in this document will refer to the term **DESIGNATED BROKER and or DESIGNATED USER.**

DATA INPUT FORM: A standard property data form used by USERS of the Service to enter listing information into the on-line database.

DESIGNATED USER: Is the Subscriber, designated by a firm, partnership, or corporation, who is a principal, partner, corporate officer or branch manager acting on behalf of the principal, without further qualification, except as otherwise stipulated in these rules who is capable of offering and receiving compensation on behalf of the firm, and who is responsible for and accepts all obligations to Omni MLS for compliance with the Omni MLS usage Rules and Regulations on behalf of the USER, the USER's firm and all Subscribers affiliated with the USER. Any reference to Listings of a USER shall also apply to the Listings submitted by Subscribers affiliated with such USER. All USERS must be Subscribers (collectively the "USERS").

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT: A written contract between the seller(s) of the property and the Broker to pay the Broker a commission regardless of who obtains the buyer during the term of the contract. This agreement grants the participating Broker the exclusive right to offer the subject property for sale and to compensate other brokers for bringing a buyer

that completes all terms of the listing agreement. Listings will be identified by an appropriate code (**ER**) in MLS compilations.

"FOR SALE" SIGNS: Only the "For Sale" signs of the listing BROKER may be placed on a property with a fully executed listing agreement.

GEOGRAPHIC MARKET AREA: Country of Mexico

"IDX": Internet Data Exchange, which is a program through which USERS grant each other permission to display their active Listings on certain public Internet websites operated by the USERS. All marketing material must clearly show listing BROKER, listing agent name, and the telephone number of the BROKER and or AGENT.

LICENSED OR UNLICENSED SUPPORT PERSONNEL: Administrative, personal assistants, or secretarial personnel, whether or not they hold a real estate license, shall be allowed access to the system to the extent necessary for them to perform their duties with and for the USER and the USER's Subscribers. The USER shall make application for and pay the appropriate annual and or monthly fee(s) for administrative access in the manner and amounts established by Omni MLS.

LISTINGS OF EXPELLED USERS. When a USER of Omni MLS is expelled from the MLS all listings currently filed with the MLS shall, at Omni MLS's option, be removed from the MLS unless listings are assigned to another Broker with all parties approval. If a USER or subscriber has been expelled from the MLS for failure to pay appropriate dues, fees or charges, Omni MLS will not be obligated to provide any MLS services to the expelled USER or Subscriber, including continued inclusion of an expelled USER's listings in the MLS compilation of current listing information.

LISTINGS OF RESIGNED USERS. When a USER or subscriber resigns from the MLS, Omni MLS will not be obligated to provide any MLS services to the resigned USER or subscriber, including continued inclusion of a resigned USER's listings in the MLS compilation of current listing information

LISTINGS OF SUSPENDED USERS. When a USER is suspended from the MLS, all listings currently filed with the MLS by the suspended USER shall be removed from the MLS unless listings are assigned to another Broker with all parties approval. If a USER or subscriber has been suspended from the Association or MLS (or both) for failure to pay appropriate dues, fees or charges, the Association will not be obligated to provide any MLS services to the suspended USER or subscriber, including continued inclusion of a suspended USER's listings in the MLS compilation of current listing information.

LOCKBOX: An Omni MLS approved Lockbox and associated electronic keys provided by the electronic lockbox service provider.

MEDIA: Any non-textual information that is part of or an addendum to a Listing, including but not limited to photographs, floor plans, electronic files of any format, rendering, virtual tours, and video.

MLS: The term MLS and Omni MLS are interchangeable to represent the complete system which includes a multiple listing service (MLS), lock box and contract and document applications.

OFFER: The written offer to purchase or rent, signed by the prospective purchasers and or renters, signed by all parties. If executed by the seller(s) and or owner, this will constitute a contract for sale or rent.

PROPERTY TYPES: The following property types are allowed to be entered into the Omni MLS, MLS; Residential Sale, Residential Lease, Commercial Sale, Commercial Lease, Land and Co-Owner (Fractional).

RESPONSIBILITY: It is the responsibility of the USER to fully comply with these Rules and Regulations.

"PENDING" SIGNS: Prior to closing, only the "PENDING" sign of the listing USER may be placed on a property, unless the listing USER authorizes the cooperating (selling) USER to post such a sign.

"SOLD" SIGNS: After closing, only the "SOLD" sign of the listing USER may be placed on a property by the listing agent.

STATUS: The following status types are available in the Omni MLS MLS; Active, Expired, Incomplete, Leased, Pending, Sold, and Withdrawn.

ACTIVE: Properties currently subject to a listing contract and *reported* to Omni MLS in which the *USER* has been directed by the Seller to:

- A. set appointments for showings, AND
- B. seek *agreements of sale or rent* to present to the Seller; AND
- C. the listing is on the market and a written offer has not been accepted.

EXPIRED: *Listings* of property in which:

- a. the listing contract has passed its contractually agreed upon expiration date, AND
- b. the *USER* has not secured permission from the Seller on or before that expiration date to extend the term of the listing for an additional period of time.
- c. the listing contract has *expired*.

INCOMPLETE: A listing contract has been signed and the USER is adding the detail of the property into the MLS prior to changing the status to ACTIVE.

LEASED: Properties in which:

- a. the lease agreement has been executed and the leased date should reflect the date of the executed agreement.

PENDING: *Listings* of property in which:

- a. an *agreement of sale* is in effect,
- b. the settlement has not yet taken place, and
- c. the *USER* has been instructed by the Seller to no longer set appointments for showings,
- d. a written offer has been accepted and the listing is no longer on the market.

- e. If the written offer includes contingencies the USER may add in the agent notes, the existence of contingencies in order to allow showings and subsequent backup offers to the seller.

SOLD: A property shall be considered SOLD, "CLOSED" on the date of final settlement before the Notario or the execution of the legal documents of conveyance by all parties as well as the transfer of funds in accordance with said agreements.

WITHDRAWN: The *listing* has been *withdrawn* from the market, but a contract still exists between the Seller and the listing USER.

USER: A person who is, or who is affiliated with, a USER, or (b) an Appraiser, to whom Omni MLS has granted (subject to the Omni MLS RULES AND REGULATIONS, these Rules, and payment of required fees) an identification code and password that permit access to the Omni MLS and the compilation (collectively the "USERS").

UNDER CONTRACT: A property shall be considered under contract on the date both seller(s) and buyer(s) accept the offer and sign the Sale and Purchase Contract.

USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE. No USER or subscriber shall, without prior written approval of Omni MLS, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. USERS and subscribers shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to USERS and subscribers. This does not prohibit USERS and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

USER: Where the term USER is used in this explanation of policy in connection with the word MEMBER or the word USER, it shall be construed to mean the USER principal or principals, in the Omni MLS owned and operated by Omni MLS. Participatory rights shall be held by an individual principal AGENT unless determined by Omni MLS to be held by a firm. It shall not be construed to include individuals other than a principal or principals who are USERS current in their payment obligations. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS membership or participation unless they meet the real estate licensing and or registration requirements of the state in which they practice real estate. Use of information developed by or published by Omni MLS is strictly limited to the activities authorized under a USER's licensure(s) or certification and unauthorized uses are prohibited.

a. USER:

In order to qualify as a USER, an individual or firm offers or accepts cooperation and compensation means that the USER actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by USERS or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the USER's real estate

business. The “actively” requirement is not intended to preclude MLS participation by a USER or potential USER that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a USER or potential USER who has not achieved a minimum number of transactions despite good faith efforts.

The key is that the USER or potential USER actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought.

Omni MLS may evaluate whether a USER or potential USER actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation.

Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by the Omni MLS where access to such information is prohibited by law.

b. USER:

Is identified as one of the following; designated brokers, sales licensees, licensed and certified appraisers and others affiliated with the MLS members and, holding such individuals personally subject to the Rules and Regulations and any other governing provisions of the MLS and may be subject to discipline for violations thereof.

Omni MLS may, as a matter of their determination, limit participatory rights to anyone.

In the case where a SUBSCRIBER is required by state laws to be a licensed real estate professional, said SUBSCRIBER shall submit written evidence to their association that they are currently in process to obtain their State License. SUBSCRIBER must complete the licensing process and obtain their license within one calendar year from the time they joined the Omni MLS. Failure to not obtain one’s license will result in the immediate removal from the Omni MLS without the opportunity for any refund of paid fees. In the future, said agent will be able to re-join the Omni MLS once they have obtained their real estate license.

c. MEMBER PARTICIPATION:

Any USER who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification, except as otherwise stipulated in these rules and regulations, shall be eligible to participate in the Omni MLS upon agreeing in writing to conform to the Rules and Regulations thereof and to pay the costs incidental thereto. However, under no circumstances is any individual or firm, regardless of membership status, entitled to MLS “membership” or “participation” unless they hold

a current, valid real estate license (DEPENDING ON INDIVIDUAL STATE REQUIREMENTS) and offer or accept compensation to and from other USERS or licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property. Use of information developed by or published by the Omni MLS is strictly limited to the activities authorized under a USER licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by Omni MLS where access to such information is prohibited by law.

In the event membership shall be terminated for any reason, such member's participation in MLS shall be terminated or suspended from the Service automatically and without the necessity of a hearing and without the refund of any payments made.

To qualify for MLS participation and individual or firm offers or accepts cooperation and compensation means that the USER actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS and/or to accept offers of cooperation and compensation made by USERS or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the USER's real estate business. The "actively" requirement is not intended to preclude MLS participation by a USER or potential USER that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a USER or potential USER who has not achieved a minimum number of transactions despite good faith efforts.

The USER or potential USER actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the MLS in which participation is sought.

The membership requirement shall be applied in a nondiscriminatory manner to all USERS and potential USERS.

d. OTHER:

USERS in connection with the MLS owned and operated by Omni MLS, also include a USER's affiliated unlicensed administrative and clerical staff, personal assistants, and individuals seeking licensure or certification as real estate appraisers provided that any such individual is under the direct supervision of an MLS USER or the USER's licensed designee. If such access is available to unlicensed or uncertified individuals, their access is subject to the Rules and Regulations, the payment of applicable fees and charges, and the limitations and restrictions of state law. None of the foregoing shall diminish the USER's ultimate responsibility for ensuring compliance with the Rules and Regulations of the MLS by all individuals affiliated with the USER.

MLS participatory rights shall be available to any REAL ESTATE AGENT (principal) or any firm comprised of REAL ESTATE AGENTS (principals) irrespective of where they hold

primary membership subject only to their agreement to abide by any MLS rules or regulations; agreement to arbitrate disputes with other USERS; and payment of any MLS dues, fees, and charges. Participatory rights granted do not confer voting privileges or eligibility for office as an MLS committee member, officer, or director, except as granted at the discretion of Omni MLS.

- e. **VENDOR:** Third party entities that provide goods and services to Omni MLS and or to consumers.

VOLUNTARY/MANDATORY SYSTEM: Once a USER voluntarily joins the Multiple Listing Service, all exclusive listings; residential, Lots and Land, and Commercial Property taken within the jurisdiction of the MLS, must be placed in the system unless the seller(s) indicated in writing that they do not want their property published and distributed to the other USERS of the Service and said written notice is filed with the MLS.

IV. MLS ANTITRUST COMPLIANCE POLICY

The purpose of multiple listing is the orderly compilation and dissemination of listing information to USERS AND SUBSCRIBERS so they may better serve the buying and selling public. Omni MLS and their multiple listing services shall not enact or enforce any rule which restricts, limits, or interferes with USERS in their relations with each other, in their broker/client/customer relationships, or in the conduct of their business in the following areas.

Omni MLS and its MLS shall not:

- A. Fix, control, recommend, or suggest the commissions or fees charged for real estate brokerage services.
- B. Fix, control, recommend, or suggest the cooperative compensation offered by USERS to potential cooperating brokers.
- C. Base dues, fees, or charges on commissions, listed prices, or sales prices. Initial participation fees and charges should directly relate to the costs incurred in bringing services to new USERS.
- D. Modify, or attempt to modify, the terms of any listing agreement; this does not prohibit administrative corrections of property information necessary to ensure accuracy or consistency in MLS compilations.
- E. Refuse to include any listing in an MLS compilation solely on the basis of the listed price.
- F. Give USERS or subscribers blanket authority to deal with or negotiate with buyers or sellers exclusively represented by other USERS.
- G. Establish, or permit establishment of, any representational or contractual relationship between Omni MLS and sellers, buyers, landlords, or tenants.
- H. Prohibit or discourage cooperation between USERS and brokers that do not participate in the MLS.
- I. Prohibit or discourage USERS or subscribers from participating in political activities.
- J. Interfere in or restrict USERS in their relationships with their affiliated licensees.

- K. As used in this policy, “rule” includes all rules, regulations, bylaws, policies, procedures, practices, guidelines, or other governance provisions, whether mandatory or not.
- L. These policy prohibitions are subject to and limited by applicable statutes, ordinances, and governmental regulations, to agreements entered into by Omni MLS and to final decrees of courts or administrative agencies.
- M. This policy does not prohibit Omni MLS from adopting rules or policies establishing the legitimate uses of MLS information, from prohibiting unauthorized uses of MLS information, or from establishing rules or policies necessary to prevent illegal collective action, including price-fixing and boycotts.

V. TYPE of MLS

Omni MLS multiple listing activity is available for voluntary participation but requires USERS who participate to submit all exclusive listings of designated types of property, is termed “a mandatory listing service.”

If the decision is made to participate in the MLS, then all listings covered by the rules are required to be submitted unless a property waiver form is filed with the MLS.

Categorization of MLS Services, Information, and Products

The services, information, and products that multiple listing services provide to USERS and to subscribers affiliated with USERS may be categorized as core, as ancillary to the core but included in a basic package of MLS services as determined locally and provided to all MLS USERS and subscribers automatically or on a discretionary basis, or as optional and available to USERS and subscribers at their discretion. The following will guide MLSs in categorizing their services, information, and products.

Core: Core MLS information, services, and products are essential to the effective functioning of MLS, as defined, and include:

- A. Active listing information
- B. Information communicating compensation to potential cooperating brokers

Core services include the mechanisms by which this information is communicated between USERS and the MLS.

Where MLS participation is available to non-member USERS the information, services, and products available to such USERS may be limited to those categorized as core.

Basic: In addition to core services, Omni MLS may automatically or on a discretionary basis, provide additional information service, and products substantially related to the purpose and function of MLS such as, but not limited to:

- a. sold and comparable information
- b. pending sales information

- c. expired listings and “off market” information
- d. tax records
- e. zoning records/information
- f. title/abstract information
- g. mortgage information
- h. amortization schedules
- i. mapping capabilities
- j. statistical information
- k. public accommodation information (e.g., schools, shopping, churches, transportation, entertainment, recreational facilities, etc.)
- l. MLS computer training/orientation
- m. access to affinity programs
- n. establishment, maintenance, and promotion of public-facing websites

Optional: Omni MLS does not require a USER to use, participate in, or pay for the following optional information, services, or products but STRONGLY recommends them for the overall standardization, transparency and efficiency of the real estate industry:

- a. Lock box equipment and systems
- b. Transactional Software which include contracts and the ability to utilize electronic signatures
- c. Advertising or access to advertising (whether print or electronic), including classified advertising, homes-type publications, and electronic compilations, including USER, subscriber, or firm homepages or websites.
- d. Customer Relationship Management (CRM) systems which allow USERS to manage and analyze customer interactions and data throughout the customer lifecycle.
- e. ADD ALL DASHBOARD TOOLS

Jurisdiction of the Omni MLS Multiple Listing Services

- a. The jurisdiction of the Omni MLS multiple listing services owned and operated by Omni MLS is the country of Mexico. A USER’s limitation on the listing of real estate will be restricted to the state from where they are licensed or as long as they comply with the real estate laws in each state.

VI. PROCEDURES

A. LISTING PROCEDURES

Listing Procedures: All property entered into the MLS must first have a fully executed exclusive right to sell listings contract signed between the USER and the owner(s) of the property. Those listings shall be entered into the MLS within seventy two (72) hours after all necessary signatures of seller(s) have been obtained.

Omni MLS shall accept exclusive right to sell agreements and may accept other forms of agreement which make it possible for a USER to offer compensation to other USERS of the MLS acting as buyer agents or both.

Note 1: Omni MLS does not regulate the type of listings its members may take. This does not mean that a MLS must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

Types of Properties: RESIDENTIAL (For sale or lease), Lots (For sale or lease), Commercial (For sale or lease), and Co-Ownership.

- a. *Listings Subject to Rules and Regulations of the Service:* Any listing taken to be included within the MLS is subject to the Rules and Regulations of the MLS upon the executed signature of the seller(s) on the listing contract.
- b. *Items Not Allowed in the Multiple Listing Service:* The following are not to be published through the service, including personal property items listed below but not limited to:
 - a. parking spaces (without clave catastrales)
 - b. storage units (without clave catastrales)
 - c. cabanas (without clave catastrales)
 - d. docks (without clave catastrales)
 - e. automobiles
 - f. motorcycles
 - g. mobile homes
 - h. airplanes
 - i. boats
 - j. furniture
 - k. construction equipment
- c. *Detail on Listings Filed with the Service:* A listing entered into the MLS by the USER, shall be complete in every detail which is ascertainable as specified on the property data form online.
- d. *Graphic Images:* Multiple Listing Services requires submission of at least one reasonable photograph of the front street view of the property or other graphic representations that accurately depicts listed property except where sellers expressly direct, in writing, that photographs of their property not appear in MLS. All photographs must be taken under the direction and control of the "USER" and copies of any photograph or image of the listed property without prior written approval of the owner of the image or photograph are prohibited. Copyright protected photos or photos containing watermarks, logos, phone numbers or text, must not be entered into the MLS under any circumstances.

Once the status of the property has changed to CLOSED or LEASED, USERS are not allowed to remove any graphic images from the listing without the written approval of Omni MLS.

Note: Photos (Images) cannot be copied from a previous agent's listing without the written permission of the owner of the photos.

- e. *Change of Status of Listing:* Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be entered into the MLS within forty-eight (48) hours after the authorized change is received by the USER.
Any change in listing status, including pending sale, closed sale, extension of expiration, change in terms, conditions, contingencies, withdrawal, temporarily off market, return to active status or cancelled must be reported to the MLS within forty-eight after the authorized change is received by the USER.
Any changes to the original listing agreement affecting the offer of cooperation and compensation must be properly executed and other USERS must be so notified prior to their endeavor to procure a purchaser for the property.
- f. *Withdrawal of Listing Prior to Expiration:* Listing of property may be withdrawn from the MLS ONLY by the USER before the expiration date of the listing agreement. Sellers do not have the unilateral right to require an MLS to withdraw a listing without the USER'S approval.
- g. *Contingencies Applicable to Listings:* Any contingency or conditions of any term in a listing shall be specified and noticed to the USERS.
- h. *Listed Price Specified:* The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings.
- i. *Listing Multiple Unit Properties:* All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, proper notification should be given to the MLS.

NEW CONSTRUCTION must be specified in the MLS along with the type of neighborhood and the development level. The development level and the permitting stage must be reflected accurately at all times. This means it must be updated as the development level progresses.

The development levels are:

- a. Built/Totalmente Terminada: Completely finished ready to occupy
- b. Land Only/Solo Tereno: Raw land
- c. Under Construction/Obra Gris: Foundation, Floors and walls are constructed
- d. Plan Only/Plano Arcitectonico: Just architectural drawings
- e. Remodel/Remodelacion: A built structure which is being restored to a good state of repair.

- f. Renovation/Renovacion: A built structure which is being modified to change the structure or form to something new.
- g. Initial Construction/Obra Negra: Initial phase of the foundation for the structure.

The permitting stages are:

- a. C1:
 - b. C2:
 - c. C3:
 - d. C4:
 - e. F1:
 - f. F2:
 - g. F3:
 - h. F4:
- j. *No Control of Commission Rates or Fees Charged by USERS*: Omni MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by USERS. Further, Omni MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating USERS or between USERS and non-USERS.
 - k. *Expiration of Listings*: Listings filed with the MLS will automatically change status to expired from the compilation of current listings on the expiration date specified in the agreement.

Extensions and renewals of listing contracts must be signed by the seller(s) prior to the termination of the listing contract. USER must update the listing with the new expiration date prior to the listing expiring in the MLS.

If USER receives a renewal or extension after the listing has expired in the MLS, the extension or renewal will be published in the same manner as a new listing.

- l. *Expiration Date on Listings*: Listings filed with the Service shall bear a definite and final termination date, as negotiated between USER and seller.
- m. *Jurisdiction*: Only listings of the designated types of property located within the jurisdiction of Omni MLS are required to be submitted to the Service. NO LISTINGS WILL BE ENTERED INTO THE MLS WHICH RESIDE OUTSIDE OF THE JURISDICTION.
- n. *Listings of Suspended or Expelled USERS*: When a USER of the Service is suspended or Expelled from Omni MLS for failing to pay appropriate dues, fees, or charges, Omni MLS is not obligated to provide MLS services (or other services), including continued inclusion of the suspended USER's listings in the MLS compilation of current listing information. It is the obligation of the USER to notify their clients of the suspension and or expulsion from the Omni MLS system and that their listings will no longer be included in the system.
- o. *Listings of Resigned USERS*: When a USER resigns from the MLS, the MLS is not obligated to provide services, including continued inclusion of the resigned USER's listings in the

MLS compilation of current listing information. It is the obligation of the USER to notify their clients of the suspension and or expulsion from the Omni MLS system and that their listings will no longer be included in the system.

- p. *Listing Input Procedures:* Agents shall directly input listings and changes into the system without submitting supporting documentation to the Association or the Multiple Listing Service. Any extension of a listing must be signed by the Seller(s).

It shall be the responsibility of the USER to retain his files, as a good business practice and for personal protection and as required by municipal, state and or federal regulations.

Upon request of the Multiple Listing Service, the USERS shall produce documentation of the listing agreement or any changes thereto, within forty-eight (48) hours of said request.

- q. *Cooperative compensation specified on each listing:* The listing USER shall specify, on each listing entered into the Omni MLS, the compensation offered to other USERS for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing USER's obligation to compensate any cooperating broker as the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing USER and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing USER to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing USER to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing USER know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing USER communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the multiple listing service, the USER of the service is making blanket unilateral offers of compensation to the other USERS and shall therefore specify on each listing filed with the service, the compensation being offered to the other USERS. Specifying the compensation on each listing is necessary, because the cooperating USER has the right to know what his compensation shall be prior to his endeavor to sell.

The listing USER retains the right to determine the amount of compensation offered to other USERS (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.

The listing USER may, from time to time, adjust the compensation offered to other USERS for their services with respect to any listing by advance published notice to the MLS so that all USERS will be advised.

Nothing in these MLS Rules and Regulations precludes a listing USER and a cooperating USER, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

B. SELLING PROCEDURES

Showings and Negotiations: Appointments for showings and negotiations with the seller for the purpose of listed property filed with the MLS shall be conducted through the USER; except under the following circumstances:

- A.** The USER gives the cooperating agent authority to show and/or negotiate directly.
- B.** After reasonable effort (defined as documented attempt to contact agent, the manager and agent by phone, text and email) the cooperating agent may contact the seller directly; however, the USER, at their option, may preclude such direct negotiations by cooperating agents when a request is received.
 - a. *Presentation of Offers:* The USER must make arrangements to present the offer as soon as possible or give the cooperating agent a satisfactory reason for not doing so.
 - b. *Submission of Written Offers:* The USER must submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the USER. If such written agreement is in place and listing agent refuses to present an offer, a copy of the written agreement must accompany the offer not being submitted to the seller or a rejected offer to the buyer's agent. Or unless the subsequent offer is contingent upon the termination of an existing contract, the USER shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.
 - c. *Right of Cooperating Agent in Presentation of Offer:* The cooperating agent or buyer agent or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He/she does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor or USER. However, if the seller or lessor gives written instructions to the USER that the cooperating agent not be present when an offer the cooperating agent secured is presented, the cooperating agent has the right to a copy of the seller's written instructions. None of the foregoing diminishes the USER's right to control the establishment of appointments for such presentations.
 - d. *Right of USER in Presentation of Counter-Offer:* The USER or his representative has the right to participate in the presentation of any

counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessor. However, if the purchaser or lessor gives written instructions to the cooperating agent that the USER not be present when a counter-offer is presented, the USER has the right to the purchaser's or lessee's written instructions.

- e. *Reporting Sales to the Service:* Status changes, including final closing of sales and sale prices, shall be reported to the MLS by the USER within 48 hours after they have occurred.

Note 1: *The listing agreement of a property filed with the MLS by the USER should include a provision expressly granting the USER authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property.*

Note 2: *In Mexico, the sales price of a listed property is already recorded publicly as required by municipal, state and or federal laws. USER is required to report the **ACTUAL** sales price to the MLS.*

- f. *Reporting Resolutions of Contingencies:* The USER shall report to the MLS within forty-eight (48) hours and specify it in the agent comments section that a contingency has been fulfilled or renewed, or the agreement cancelled.
- g. *Advertising of Listing Filed with the Service:* A listing shall not be advertised outside the MLS by any USER other than the USER without the prior consent of the USER other than through an IDX or RETS connection preapproved by the MLS.
- h. *Reporting Cancellation of Pending Sale:* The USER shall update the status within forty-eight (48) hours in the MLS the cancellation of any pending sale, and the listing shall be reinstated immediately.
- i. *Disclosing the Existence of Offers:* USERS, in response to inquiries from buyers or cooperating agents shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the USER shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating agent.
- j. *Availability of Listed Property:* USERS shall not misrepresent the availability of access to show or inspect listed property. Refusal of the PARTICPANT to show an active property in the MLS to another USER may be reported to Omni MLS MLS.

VII. ADMINISTRATION

A. OPERATIONAL ISSUES

1. Inclusion of Unlisted/Non-Member Sales into the MLS

a. Unlisted sales

These are properties which went to settlement that are not subject to a listing agreement by USER, but a USER duly represented the Buyer and received compensation for the transaction.

Unlisted sales may include, but not limited to, the following type of property sales:

- 1) Auction purchases
- 2) Commercial buildings
- 3) Condominium conversions
- 4) For Sale by Owners (FSBO's)

b. Non-member sales

These are properties which CLOSED that are duly listed by an Agent/Broker who does not participate in Omni MLS but was sold by a USER; or was listed by a USER and sold by an Agent/Broker who doesn't belong to Omni MLS.

USER is responsible to keep on file available to Omni MLS a letter which states that the USER has the right to enter the SOLD information into the Omni MLS with BUYER's authorization.

c. Removal of Listings When USER Refuses - Fails to Timely Report Status Changes

Omni MLS is authorized to remove any listing from the MLS where the USER has refused or failed to timely report status changes. Prior to the removal of any listing from the MLS, the USER shall be advised of the intended removal, so the USER can advise his or her client(s).

Real Estate Transaction Standards (RETS)

The integrity of data is a foundation to the orderly real estate market. The Real Estate Transaction Standards (RETS) provide a vendor neutral; secure approach to exchanging listing information between the USER and the MLS. To ensure that the goal of maintaining an orderly marketplace is maintained, and to further establish USER information as the trusted data source, Omni MLS will implement the RESO Standards including: the RESO Data Dictionary; the RESO Web API and will keep current by implementing new releases of RESO Standards once ratified.

A. PROHIBITIONS

1. INFORMATION FOR USERS ONLY

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

2. "For Sale" Signs: Only the "For Sale" sign of the USER may be placed on an exclusive listed property in the Omni MLS.
3. "Sold Signs": Prior to closing, only the "Sold" sign of the USER may be placed on a property, unless the USER authorizes the cooperating (selling) agent to post such a sign.
Solicitation of Listing Filed with the Service: USERS shall not solicit a listing on property filed with the Omni MLS.

Note: This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited prior to expiration of the listing by brokers and salespersons. Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.

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

Use of the Terms MLS and Multiple Listing Service: No MLS USER, subscriber, or licensee affiliated with any USER shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. USERS, subscribers and licensees affiliated with USERS shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to USERS and subscribers. This does not prohibit USERS and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

B. DIVISION OF COMMISSION

1. Compensation Specified on Each Listing:

The USER shall specify, on each listing filed with the multiple listing service, the compensation offered to other multiple listing service USERS for their services in the sale of such listing. In filing property with the MLS, USERS make blanket unilateral offers of compensation to the other MLS USERS and shall therefore specify on each listing filed with the service the compensation being offered by the USER to the other MLS USERS. This is necessary because cooperating USERS have the right to know what their compensation will be prior to commencing their efforts to sell.

The USER retains the right to determine the amount of compensation offered to buyer agents, or to agents acting in other agency or non-agency capacities, which may be the same or different. This shall not preclude the USER from offering any MLS USER compensation other than the compensation indicated on his listings as published by the MLS, provided the USER informs the other agent in writing in advance of their submitting an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or any other USERS in the service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. While offers of compensation made by USERS to cooperating agents through MLS are unconditional (except where MLS rules create specific exceptions as specified elsewhere in this policy statement), a USER's obligation to compensate a cooperating agent who was the procuring cause of sale (or lease) may be excused if it is determined through arbitration that, through no fault of the USER and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the USER to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the USER to collect some or all of the commission established in the listing agreement; at what point in the transaction did the USER know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the USER communicated to cooperating agents that the commission established in the listing agreement might not be paid.

Note 1: The MLS shall not publish listings that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount, nor shall they include general invitations by USERS to other USERS to discuss terms and conditions of possible cooperative relationships.

Note 2: The compensation specified on listings filed with the MLS by the USERS of the service shall be expressed as a percentage of the gross sales price or as a definite monetary amount. The essential and appropriate requirement by a MLS is that the information to be published shall clearly inform the USERS as to the compensation they will receive in cooperative transactions unless advised otherwise by the USER in writing in advance of their submitting an offer to purchase. Compensation amounts must match those amounts specified in the exclusive listing contract and or any subsequent amendments to said document.

Note 3: The USER may, from time to time, adjust the compensation offered to other multiple listing service USERS for their services with respect to any listing by advance published notice in the MLS so that all USERS will be advised.

All offers submitted prior to the compensation being changed in the MLS will adhere to the amount shown in the MLS at the time the offer was submitted to the Seller's Agent.

Note 4: Omni MLS, has defined rules and procedures enabling listing agents to communicate to potential cooperating agents that gross commissions established in listing contracts are subject to court approval, and that compensation payable to cooperating agents may be reduced if the gross commission established in the listing contract is reduced by a court or arbitrator. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating agents or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating agents prior to the time they submit an offer that ultimately results in a successful transaction.

Note 5: Nothing in these MLS rules precludes a listing USER and a cooperating USER, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

2. Disclosing Potential Short Sales:

USERS must disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) when known by the listing USERS or their representative. *As used in MLS rules, short sales are defined as a transaction where title transfers, where the sales price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Omni MLS requires USERS to disclose short sales when USERS know a transaction is a potential short sale. In any instance where a USER discloses a potential short sale, they must communicate to other USERS how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating USERS. Omni MLS USERS are required to communicate to other USERS how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between the listing and cooperating USERS. Omni MLS requires listing USERS to disclose to cooperating USERS in writing the total reduction in the gross commission and the amount by which the compensation payable to the cooperating agent will be reduced within 48 hours of receipt of notification from the lender. All confidential disclosures and confidential information related to short sales, must be communicated through Agent Remarks or confidential "remarks" available only to USERS and subscribers.*

3. USER as Principal:

If a USER or any licensee (or any licensed or certified appraiser) affiliated with a USER has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the MLS in the agent comments field.

4. USER as Purchaser: If a USER or any licensee (including licensed and certified appraisers) affiliated with a USER wishes to acquire an interest in property listed with

another USER, such contemplated interest shall be disclosed, in writing in the offer, to the USER and no later than the time an offer to purchase is submitted to the USER.

C. SERVICE CHARGES

As approved by Omni MLS, user fees and fines are set in US Dollars since products are hosted, licensed and produced in that currency.

D. COMPLIANCE WITH RULES

1. Authority to Impose Discipline

By becoming and remaining a USER or subscriber in this MLS, user agrees to be subject to the Rules and Regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

- a) Letter of warning.
- b) Letter of reprimand.
- c) Attendance at MLS orientation or other appropriate courses or seminars which the USER or subscriber can reasonably attend taking into consideration cost, location, and duration.
- d) Appropriate, reasonable fine not to exceed \$2,500 USD
- 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: A USER (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a USER (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of Omni MLS, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance.

2. Applicability of Rules to USERS and/or Subscribers:

Non-principal agents, sales licensees, appraisers and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof provided that the user or subscriber has acknowledged that access to and use of MLS information is contingent on compliance

with the Rules and Regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the USER to the same or other discipline.

E. ENFORCEMENT OF RULES AND REGULATIONS

1. CONSIDERATION OF ALLEGED VIOLATIONS:

Omni MLS at their discretion will create a group of designated members of their associations as selected by their association leadership and the designated representative of the brands that sign with Omni MLS to serve on the MLS Steering Committee. This committee will give consideration to all written complaints having to do with alleged violations of the MLS Rules and Regulations. To report an error or possible violation in the MLS report data error on the left side menu. In the case where the USER MLS Steering Committee has not been selected, Omni MLS will serve as the committee and review all alleged violations until such committee has been formed.

2. COMPLAINTS OF UNETHICAL CONDUCT:

All other complaints of unethical conduct as defined by the respective association's and or brand's code of ethics shall be reported to the Omni MLS for appropriated action.

Generally, warning, censure, and the imposition of a moderate fine is sufficient to constitute a deterrent to violation of the Rules and Regulations of the MLS. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the Rules and Regulations of the service.

3. FINANCIAL PENALTY NOT TO EXCEED \$2,500 USD:

Omni MLS is authorized to impose financial penalties on USERS or subscribers as discipline for violations of MLS rules or other MLS governance provisions not greater than \$2,500 USD.

4. COMPLIANCE WITH RULES - AUTHORITY TO IMPOSE DISCIPLINE:

By becoming and remaining a USER or subscriber in this MLS, each USER and subscriber agrees to be subject to the Rules and Regulations and other MLS governance provisions. The MLS may, through established administrative procedures and through the findings of the MLS Hearing Panel established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed must 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 which the USER or subscriber can reasonably attend taking into consideration cost, location, and duration
- d) Appropriate, reasonable fine not to exceed \$2,500 USD
- e) Probation for a stated period of time not less than thirty (30) days nor more than one (1) year

- f) Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g) Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years

5. MLS DISCIPLINARY GUIDELINES:

The Omni MLS is run as a self-governing MLS. All users are encouraged to utilize the inaccuracy button placed in the agent full display to report any inaccuracies on any listing. Omni MLS has the responsibility of fostering awareness, understanding, and appreciation for the duties and responsibilities of MLS USERS and SUBSCRIBERS, and of receiving and resolving complaints alleging violations of the Rules and Regulations. The Omni MLS organization is firmly committed to vigorous, fair, and uniform enforcement. Enforcement achieves a number of goals. Where USERS or subscribers are wrongly or mistakenly charged with violations, the hearing process provides personal and professional vindication. Where violations are determined, enforcement process educates USERS and subscribers about their duties and obligations and serves as a meaningful deterrent of future violations. Allegations of conduct inconsistent with the rules are often viewed by respondents as threats to their professional and personal reputations. This can result not only in their mounting vigorous defenses but also, at times, to threats of legal challenge should a violation be determined, and discipline imposed. Given that Omni MLS participation can have significant economic value, USERS need to strictly adhere to their established procedures when considering potential violations. This caution ensures that the rights of the parties will be observed, and legal exposure of USERS and Omni MLS will be minimized. At the same time, well-founded caution should not be confused with reservation, reluctance, or hesitancy. Rules become aspirations at best, and potentially meaningless, if not enforced with vigor and determination. Fundamental to fair and consistent enforcement is reasonable and judicious use of discipline, as both an educational device and as punishment.

6. PROGRESSIVE DISCIPLINE

Discipline imposed for violation of the rules should be progressive. The severity of discipline should increase incrementally for subsequent violations. The disciplinary emphasis where first time violations occur should be primarily educational. Repeated or subsequent violations should result in more serious forms of discipline being utilized, including substantial fines, suspension, and termination of MLS rights and privileges. At the same time, a gray area can exist where a first-time violation is not attributable to ignorance or oversight, but rather to blatant disregard for the rules. While the educational emphasis of enforcement cannot be disregarded, the fact the rules exist to protect clients and customers, the public and to ensure the effective, efficient functioning of the MLS must be carefully considered in determining appropriate discipline.

Factors the MLS Hearing Panel will consider in determining appropriate discipline include, but are not necessarily limited to:

- The nature of the violation
- Harm caused by the violation. Was the violation a minor mistake causing little or no harm or, alternatively, was a client, customer, member of the public, or another USER harmed?
- Was the violation inadvertent or unintentional or, conversely, was it the result of knowing disregard for the obligations of Omni MLS USERS and subscribers?
- How much real estate experience did the violator have? Did he, or should he, have known better?
- Has the violator been found in violation of the rules previously? How often? How recently? Is the current violation related or similar to earlier violations?
- Are there mitigating or extenuating circumstances that should be considered in determining appropriate discipline?
- Did the violator acknowledge the violation? Did the violator express remorse or contrition?
- Are there other factors that ought to be considered?

7. CONFIDENTIALITY OF MLS INFORMATION

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

8. MLS DATA – NOT FOR RESALE PURPOSES

Any information provided by the MLS to the USERS shall be considered the property of Omni MLS. The resale of said information is strictly forbidden. In the case of an Appraiser member, and because of the nature of their business activity, are allowed to resell individual comparative market analysis (CMA's) with the data contained in the MLS.

9. Omni MLS IS NOT RESPONSIBLE FOR THE ACCURACY OF INFORMATION:

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

10. ACCESS TO COMPARABLE AND STATISTICAL INFORMATION:

This information is provided for the exclusive use of USERS and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these Rules and Regulations. Omni MLS reserves the

right to provide information to third parties as needed with a goal of furthering the positive growth of the real estate industry in said territory.

11. OWNERSHIP OF MLS DATA AND CONTENT AND COMPILATIONS AND COPYRIGHT

Prior to submitting a listing to the MLS, the USER who has signed the exclusive listing agreement should own or have the authority to license all listing content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) to be published in the MLS compilation of listing information.

Once the USER enters listing data and content (e.g., photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property) into the Omni MLS, Omni MLS will become the owner of said information especially as it refers to viewable and or printable representations of said information from the Omni MLS and reserves all rights to provide said information to third parties as needed with a goal of furthering the positive growth of the real estate industry in said territory.

By the act of submitting any property listing content to the Multiple Listing Service, the USER represents that he has been authorized to grant and also thereby does grant authority for the MLS to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property

All right, title, and interest in each copy of every MLS compilation created and copyrighted by Omni MLS and in the copyrights therein, shall at all times remain vested in Omni MLS.

12. USE OF COPYRIGHTED MLS COMPILATION

a) Distribution

USERS shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased or sold to them by Omni MLS and shall not distribute such copies to persons other than subscribers who are affiliated with such USERS 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 USER's licensure(s) or certification, and unauthorized USERS are prohibited. 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.

b) Display

Only USERS of the system shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

c) Reproduction

USERS shall not reproduce any MLS compilation or any portion thereof, except in the following limited circumstances:

USERS may reproduce from the MLS compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the MLS compilation which relate to any properties in which the prospective purchasers are or may, in the judgment of the USER, be interested. Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the USER is seeking to promote interest, does not appear on such reproduction. Nothing contained herein shall be construed to preclude any USER from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the USER. Any MLS information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the USER. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm. None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on particular properties for clients and customers. Any MLS content in data feeds available to USERS for real estate sales purposes must also be available to USERS for valuation purposes, including automated valuations.

13. USE OF MLS INFORMATION

a) Limitations on Use of MLS Information

Use of information from MLS compilation of current listing information, from the MLS's "Statistical Report, or from any "Sold" or "Comparable" report of the MLS for public mass-media advertising by an MLS USER or in other public representations, may be prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the MLS must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice: **"Based on information from the Omni MLS for the period (date) through (date) and for a particular property type."**

SOLD information for public mass-media advertising by an MLS USER may only show statistical information, not specific to any one property.

USERS may only advertise individual SOLD property data from the Omni MLS on exclusive listings which were SOLD during the term of the listing contract wherein they represented either the Seller, the Buyer or Both.

14. ARBITRATION OF DISPUTES

By becoming and remaining a USER, each USER agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions of the Code of Ethics with MLS USERS in different firms arising out of their relationships as MLS USERS.

15. STANDARDS OF CONDUCT FOR MLS USERS

- a) MLS USERS shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS USERS have with clients.
- b) Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.
- c) MLS USERS acting as buyer/tenant representatives or agents shall not attempt to extend a USER's offer of cooperation and/or compensation to other agents without the consent of the USER.
- d) MLS USERS shall not solicit a listing currently listed exclusively with another agent.
- e) The USERS shall not solicit buyer/tenant agreements from buyer/tenants who are subject to exclusive buyer/tenant agreements.
- f) MLS USERS shall not use information obtained from USERS through offers to cooperate made through the multiple listing services or through other offers of cooperation to refer USERS clients to other agents, or to create buyer/tenant relationships with USER's clients/customers, unless such use is authorized by USERS.
- g) The fact that an agreement has been entered into with an MLS USER shall not preclude or inhibit any other MLS USER from entering into a similar agreement after the expiration of the prior agreement.
- h) The fact that a prospect has retained an MLS USER as an exclusive representative or exclusive agent in one or more past transactions does not preclude other MLS USERS from seeking such prospect's future business.
- i) When MLS USERS are contacted by the client/customer of another MLS USER regarding the creation of an exclusive relationship to provide the same type of service, and MLS USERS have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

- j) In cooperative transactions, MLS USERS shall compensate cooperating MLS USERS and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS USERS without the prior express knowledge and consent of the cooperating USER.
- k) MLS USERS are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS USER. A general telephone canvas, general mailing, or distribution addressed to all prospects in a given geographical area or in a given profession, business, club or organization, or other classification or group is deemed "general" for purposes of this rule.

16. THE FOLLOWING TYPES OF SOLICITATIONS ARE PROHIBITED:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilations, or other information service as having exclusively listed their property with another MLS USER.

USER when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with MLS USERS.

- a) MLS USERS, prior to entering into a representative agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.
- b) MLS USERS, acting as buyer or tenant representatives or agents, shall disclose that relationship to the seller/landlord's representative or agent at first contact.
- c) On unlisted property, the MLS USERS acting as buyer/tenant representatives or agents shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant. MLS USERS shall make any request for anticipated compensation from the seller/landlord at first contact.
- d) MLS USERS, acting as representatives or agents of sellers/landlords or as USERS, shall disclose that relationship to buyers/tenants as soon as practical.
- e) MLS USERS are not precluded from contacting the client/customer of another agent for the purpose of offering to provide, or entering into a contract to provide, a different type or real estate service unrelated to the type of service currently being provided (e.g. property management as opposed to brokerage) or from offering the same type of service for property not subject to other agents' exclusive agreements. However, information received through an MLS or any other offer of cooperation may not be used to target clients of other MLS USERS to whom such offers to provide services may be made.
- f) MLS USERS, acting as non-agency or buyer/tenant representatives or brokers, shall not use the term of an offer to purchase/lease to attempt to modify the USERS' offer of compensation to non-agents or buyer/tenant representatives or agents, or

make the submission of an executed offer to purchase/lease contingent on the USER's agreement to modify the offer of compensation.

- g) All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or agent, and not the client, except with the consent of the client's representative or agent or except where such dealings are initiated by the client.
- h) Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, MLS USERS shall ask prospects whether they are a party to any exclusive representation agreement. MLS USERS shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.
- i) USERS and SUBSCRIBERS, prior to or after their relationship with their current firm is terminated, shall not induce clients/customers of their current firm to cancel exclusive contractual agreements between the client/customer and that firm. This does not preclude USERS from establishing agreements with their associated licensees governing assignability of exclusive agreements.
- j) These rules are not intended to prohibit ethical, albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS USERS involving commission, fees, compensation, or other forms of payment or expenses.
- k) MLS USERS shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.
- l) Omni MLS USERS shall present a true picture in their advertising and representations to the public, including Internet content posted and the URLs and domain names they use, and USERS may not:
 - 1) Engage in deceptive or unauthorized framing of real estate brokerage websites;
 - 2) Manipulate (e.g., presenting content developed by others) listing and other content in any way that produces deceptive or misleading results;
 - 3) Deceptively use metatags, keywords, or other devices/methods to direct, drive, or divert internet traffic;
 - 4) Present content developed by others without attribution or without permission;
or
 - 5) Otherwise mislead consumers.
- m) The services which MLS USERS 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; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.
- n) **MLS USERS 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.

17. ORIENTATION

Upon the class being available by Omni MLS, any applicant for MLS participation or a current USER shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval and the operation of the MLS before the access has been provided. USERS and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize USERS and subscribers with system changes or enhancements and/or changes to MLS rules or policies. USERS and subscribers will be given the opportunity to complete training remotely.

18. IDX

IDX Defined: *IDX affords MLS USERS the ability to authorize limited electronic display of their listings by other USERS.*

a) Internet Data Exchange (IDX) Policy

The IDX policy gives MLS USERS the ability to authorize limited electronic display of their listings by other USERS. Omni MLS and their multiple listing services enable MLS USERS to display aggregated MLS listing information by specified electronic means in accordance with this policy. Electronic display subject to this policy means displays on USERS' public websites and displays using applications for mobile devices that USERS control. For purposes of this policy "control" means USERS must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the USER, and must be presented to the public as being the USER's display.

Unless state law requires prior written consent from USERS, USERS consent for IDX display may be presumed.

Access to MLS databases, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules.

USERS' Internet websites and other authorized display mechanisms may also provide other features, information, or services in addition to IDX information which are not subject to this policy.

b) Policies applicable to USERS' IDX websites and displays

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

- 2)MLS USERS may not use IDX-provided listings for any purpose other than IDX display. This does not require USERS to prevent indexing of IDX listings by recognized search engines.
- 3)Listings or property addresses of sellers who have directed their USERS to withhold their listing or property address from display on the Internet (including, but not limited to, publicly accessible websites or VOWs) shall not be accessible via IDX display.
- 4)USERS may select the IDX listings they choose to display based only on objective criteria including, but not limited to, factors such as geography or location (“uptown”, “downtown”, etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by USERS, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service provided by the listing firm. Selection of IDX listings to be displayed must be independently made by each USER.
- 5)USERS must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every twenty-four (24) hours.
- 6)Except as provided elsewhere in this policy or elsewhere in an MLS’s Rules and Regulations, an IDX display or USER engaging in IDX display may not distribute, provide, or make any portion of the MLS database available to any person or entity.
- 7)When displaying listing content, a USER’s or user’s IDX display must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. This policy acknowledges that certain required disclosures may not be possible in displays of minimal information (e.g., “thumbnails,” text messages, “tweets,” etc., of 200 characters or less). Such displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures.
- 8)With respect to any USER’s IDX display that: 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 displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued with respect to the seller’s listing at the request of the seller. The USER or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued by all USERS. Except for the foregoing and subject to paragraph 9, a USER’s IDX display may communicate the USER’s professional judgment concerning

any listing. Nothing shall prevent an IDX display from notifying customers that a particular feature has been disabled at the request of the seller.

9)USERS shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the USER beyond that supplied by the MLS and that relates to a specific property. The USER shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the USER or USERS for that property explaining why the data or information is false. However, the USER shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. In the case where the MLS is not able to get in touch with the USER, the MLS reserves the right to inactivate the USER until such time as their contact information is updated correctly in the Omni MLS.

VIII. ELECTRONIC DISPLAY AND PRINT ADVERTISING

A. INTERNET DATA EXCHANGE (IDX) POLICY

The IDX policy gives MLS USERS the ability to authorize limited electronic display of their listings by other USERS. Omni MLS and its multiple listing services enables MLS USERS to display on USERS' public websites aggregated MLS active listing information subject to the requirements of state law and regulation. For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to USERS' servers on a persistent or transient basis, at the discretion of the MLS excluding the listing or property address respectively of any seller who affirmatively directs that the listing or the property address not appear on the Internet or other electronic forms of display or distribution. Omni MLS allows persistent downloading of the MLS database by USERS for display or distribution on the Internet or by other electronic means require that USERS (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on USERS may not be greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS has reason to believe that a USER's IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

This policy does not require MLSs to establish publicly accessible sites displaying USERS' listings. USERS' consent for IDX display is presumed unless a USER affirmatively notifies the MLS that the USER refuses to permit display by selecting NO in the listing input form. If a USER refuses on a blanket basis to permit IDX display of that USER's listings, then that USER may not display the aggregated MLS data of other USERS on an IDX site. Access to MLS databases of current listing information, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules. USERS Internet Websites may also

provide other features, information, or services in addition to IDX information (including Virtual Office Web site ["VOW"] functions) which are not subject to this policy.

B. POLICIES APPLICABLE TO USERS' IDX SITES

1. USERS must notify the MLS of their intention to establish an IDX site and make their IDX site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies. The purpose of the MLS providing IDX access to its USERS is for the purpose of allowing members the ability to market and promote member listings within their specific geographic area. No members are allowed to market and promote member listings from more than one geographic region without the express written consent of Omni MLS. Said consent may be revoked at any time if the use of the IDX is found to be inappropriate according to Omni MLS.
2. USERS must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.
3. USERS may display the IDX feed on up to one website. Only ACTIVE and PENDING listings may be utilized by the agents who choose to utilize the IDX system. NO SOLD DATA WILL BE AVAILABLE THROUGH THE IDX
4. USERS may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single family detached, multi-family), cooperative compensation offered by USERS, type of listing (e.g., exclusive right-to-sell, or exclusive agency), or the level of service provided by the listing firm. Selection of listings to be displayed on an IDX site must be independently made by each USER.
5. USERS must refresh all MLS downloads and refresh all MLS data at least once every twenty-four (24) hours.
6. Except as provided elsewhere in this policy or elsewhere in an MLS's Rules and Regulations, an IDX site or USER operating an IDX site may not distribute, provide, or make any portion of the MLS database available to any person or entity.
7. When displaying listing content, a USER's or user's IDX site must clearly identify the name of the firm under which they operate in a readily visible color and typeface. This information must match the information with which they have registered with Omni MLS. Failure to do so can result in the agent's immediate termination from the MLS system.
8. Prohibit display of sold, expired, withdrawn or canceled listings
9. Prohibit display of confidential information fields intended for cooperating brokers rather than consumers including compensation offered to other MLS USERS, showing instructions, property security information, etc.
10. Prohibit display of seller's(s') and occupant's(s') name(s), phone number(s), and e-mail address (es).

11. Require that information displayed not be modified. MLS 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 format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.
12. Require that any display of other USERS' listings indicate the source of the information being displayed.
13. Require that other agents' listings obtained from other sources, e.g., from other MLSs, from non-participating brokers, etc., display the source from which each such listing was obtained.
14. Require USERS to indicate on their websites that the information being provided is for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.
15. Establish reasonable limits on the amount of data/number of listings that consumers may retrieve or download in response to an inquiry.
16. Require a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. USERS' IDX sites may also include other disclaimers necessary to protect the USER and/or the MLS from liability.
17. Where Omni MLS participatory rights are available to non-member agents the right to display listing information pursuant to IDX is limited to their type of membership with Omni MLS.
18. Omni MLS limits the right to display listing information pursuant to IDX to MLS USERS engaged in real estate sales. This requirement can be met by maintaining an office or Internet presence from which USERS are available to represent real estate sellers or buyers (or both).
19. Omni MLS cannot prohibit USERS from downloading and displaying or framing other agents' listings obtained from other sources, e.g., other MLSs, non-participating agents, etc., but requires that listings obtained through IDX be searched separately from listings obtained from other sources.
20. Omni MLS reserves the right to charge for adding to or enhancing their downloading capacity to USERS at such time they deem necessary who will download listing information.

C. ELECTRONIC DISPLAY OF OTHER USERS' LISTINGS

USERS are not required to consent to display or distribution of their listings through non-IDX and non-VOW channels as a condition of participation in MLS or as a condition of participation in IDX. Electronic display and distribution pursuant to this policy contemplates, but is not limited to, Short Message Services ("SMS")/texting technologies, and interactive "social media." All electronic displays and/or distribution of other USERS' listings conducted pursuant to this policy must comply with state law and federal law and regulations and applicable rules. Displays addressed by this policy are subject to technological limitations on

disabling/discontinuing third-party comments/reviews, disabling/discontinuing automated displays of market value, “refreshing” displays on a periodic basis, and possibly other issues which should be taken into consideration when developing rules and policies governing such displays.

D. TRANSMITTAL OF USERS' LISTINGS TO AGGREGATORS

Omni MLS is not **required** to transmit USERS’ listings to third-party aggregators or to operate a public website displaying listing information. If Omni MLS transmits USERS’ listings to third-party aggregators and/or operates a public website displaying listing information, all exclusive listings, regardless of type, are included in the data feed.

E. USE OF MLS INFORMATION IN ADVERTISING - OTHER PUBLIC REPRESENTATIONS

Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable reports may be used by MLS USERS as the basis for aggregated demonstrations of market share or for comparisons of firms in public, mass-media advertisements, and other public representations. Any print or non-print form of advertising or other public representation based in whole or in part on information supplied by the MLS must clearly disclose the source of the information, parameters of the search and the period of time over which such claims are based.

Omni MLS prohibits advertising or representations about specific properties which are listed with other USERS or which were sold by other USERS (as either listing or cooperating agent) unless written permission is provided by USER or authorized representative. This provides USERS the ability to advertise Exclusive Listings from other USERS outside the context of the Internet Data Exchange (“IDX”) Policy and Rules and the Virtual Office Website (“VOW”) policy and rules.

IX. MLS VIOLATIONS

- Failure to maintain current, accurate, USER email address
- Listings not loaded within two business days of listing start date
- Listing status changes not reported within two business days
- Failure to enter accurate information in a required data field
- Failure to provide documentation within two business days after requested by Omni MLS or approved Distributor.

A. LOADING LISTINGS AND REPORTING CHANGES BY DEADLINE

1st Violation: \$50 USD or No Fine – If corrected within two days of notification,

2nd Violation: \$75 USD,

3rd Violation: \$150 USD plus MLS Review Panel with option of suspension or removal from system.

How to Avoid an MLS Fine – READ THE FOLLOWING:

For failure to abide by MLS Rules and Regulations, the USER will be assessed in the following manner:

Fines are cumulative on a per listing basis. Subsequent violations within a 2 year period are subject to the escalated fines listed herein.

These items and fines are subject to change as directed by Omni MLS.

- Providing MLS access to any unauthorized party (any non-MLS USER)
- Filing false Membership Application
- Reproducing and distributing unauthorized portions of the MLS database
- Unauthorized computer downloads or transmission of MLS data
- Use of MLS data for other than the intended / permitted purposes

B. UNAUTHORIZED ACCESS – MISUSE OF MLS INFORMATION

- Up to \$5,000 USD plus MLS Review Panel per incident
- Failure to properly specify or intentional manipulation of listing location information, included but not limited to:
 - Property type
 - Clave Catastral
 - County
 - City
 - Address
 - MLS Area / MLS GEO map
 - 5-digit zip code
 - Listing price
 - Sales price

C. DATA INTEGRITY – MANIPULATION OF MLS CONTENT

Up to \$5,000 USD plus MLS Review Panel per incident

Manipulation of property history and/or Days-On-Market information.

**USERS found in violation of the above may have loss of listing add/edit capability for 30 to 90 days.*

- Posting a listing on MLS without having a signed listing agreement
- Off Market/Pocket Listings - Withholding a valid Listing out of MLS
- Placing URLs, showing instructions, Open House information, access codes, Lockbox combinations, commission/bonus information or contact information in Remarks, Directions or Internet Remarks. This includes but is not limited to names, phone numbers, email addresses or websites.
- No Photo. Minimum 1 photo (representative of at least the front of property) is required for ALL Property Types
- Conditional offer of compensation and/or zero commission amount

- Invalid value in compensation fields
- Violating lockbox or electronic key regulations
- Violating IDX display rules
- Agent solicitation/recruitment in any Omni MLS integrated service
- Entering incorrect selling agent or sale price information when closing a listing
- Entering any data in a knowingly and willful manner to subvert the MLS automated data checker
- Failure to pay assessed MLS fines
- Entering a duplicate listing under same property type
- Entry of inaccurate or non-text information (ie: watermarks, logos) anywhere in a listing
- Use of any data field for a purpose other than its intended use
- Use or reuse of any photograph or remarks without proper authorization
- Inappropriate / inaccurate photos, virtual tours and videos
- Photos, Virtual Tours and Video Images containing text or embedded links
- Branded Slide shows, Virtual Tours or Videos (agent, office or company information). VT must contain the letters “MLS” or “unbranded” or “non-branded” in the URL
- Inaccurate or outdated fees (i.e.: maintenance fee/HOA fee/Rec fee/total fees)
- Bonus or incentives entered in any field other than AGENT COMMENTS
- Failure to disclose brokerage representation
- Advertising a listing filed with MLS without written permission
- Extending a listing without written authorization of the seller prior to the expiration date of the contract
- Use of Showing services remarks for other than intended use

A penalty not to exceed \$5,000 USD may be imposed for violations of Omni MLS rules.

NOTE: USERS are responsible for all agents/teams or office admins who have add/edit capabilities to the Omni MLS.

USERS are responsible for unlicensed assistants or authorized team members who add/edit listings on their behalf.

* Fines not paid within 30 days will be subject to additional fees and/or suspension of MLS services.

DATA INTEGRITY

1st Violation: \$500 USD or No Fine – If corrected within two days of notification,

2nd Violation: \$750 USD plus MLS Review Panel

3rd Violation: \$1,000 USD plus MLS Review Panel

X. DOCUMENTS, CONTRACTS AND FORMS REQUIREMENTS

Omni MLS confirms that it will not be held liable by the USER or their clients for any issue arising based on the use of Documents, Contracts and Forms, whether provided by Omni MLS or added by the USER. It is the responsibility of the USER to review each and every document, contract and form, prior to its use and distribution to third parties, by a licensed attorney, to verify that the wording on the documents meets the needs of the parties involved.

XI. LOCK BOXES

Omni MLS makes Lock Boxes available for purchase to anyone who participates in the multiple listing service. Nothing shall prevent the owner's right to refuse to have a lock box on his property.

A lock box is a container affixed to property containing a device to gain access to the property being marketed by a USER in the MLS. USERS in the MLS or their salespersons (and licensed or certified appraisers) are authorized under certain conditions to obtain an electronic key to open these lock boxes under terms specified by the USER. Cooperating agents and sales licensees, whether functioning as the USER or as agents of potential purchasers, must contact the USER to arrange appointments to show listed property even if the property has a lock box affixed to it unless the USER has given specific permission (through information published in the MLS or otherwise) to show the property without first contacting the USER.

A. Lockbox Security Requirements

1. The lock box system is a tool of the Omni MLS. Every MLS USER who is eligible for MLS access may hold a key subject to their execution of a purchase agreement for the Lockbox system with the MLS.
2. Electronic Lockbox Keys and their boxes must be obtained from Omni MLS or an authorized reseller.
3. USER or USERS of the Lockbox system acknowledge that Omni MLS is not responsible for any illegal access of the exclusive listing by USERS and or third parties.

Omni MLS may refuse to sell or lease lock boxes and or keys, may terminate existing key lease agreements, and may refuse to activate or reactivate any key held by an individual convicted of a felony or misdemeanor if the crime relates to the real estate business or puts clients, customers, or other real estate professionals at risk.

Omni MLS may suspend the right of Lockbox USERS to have a Lockbox key following their arrest and prior to their conviction for any felony or misdemeanor which, relates to the real estate business or which puts clients, customers, or other real estate professionals at risk. Factors that can be considered in making such determinations include, but are not limited to:

- The nature and seriousness of the crime.
- The relationship of the crime to the purposes for limiting Lockbox access.

- The extent to which access (or continued access) might afford opportunities to engage in similar criminal activity.
- The extent and nature of past criminal activity.
- Time since criminal activity was engaged in.
- Evidence of rehabilitation while incarcerated or following release.

Administration of a lock box system is an activity of the Omni MLS. No one shall be required to lease a key from Omni MLS except on a voluntary basis. Omni MLS leases keys to USERS who are actively engaged in a recognized field of real estate practice or in related fields. In such instances, the lease agreement shall be signed by the keyholder.

1. Lock boxes may not be placed on a property without authorization from the seller. This authorization may be established in the listing contract or in a separate document created specifically for the purpose.
2. Omni MLS shall charge keyholders and their cosignatories with the joint obligation of immediately reporting lost, stolen, or otherwise unaccountable for electronic keys to Omni MLS. Upon receipt of notice, Omni MLS shall take any steps deemed necessary to re-secure the system.
3. Omni MLS has adopted reasonable, and appropriate rules and procedures for administration of the lockbox systems which include appropriate fines, not to exceed \$5,000 USD. Any issuing fees, recurring fees, or other administrative costs shall be established at the discretion of Omni MLS. All keyholders shall agree, as a condition of the key lease agreement, to be bound by the rules and procedures governing the operation of the Lockbox system.