



**The following are the Rules and Regulations of Arizona Regional Multiple Listing Service, Inc.**

1. **DEFINITIONS.** The following terms shall have the respective meanings indicated as used in these Rules:
  - 1.1. “Access Credentials” means the information issued by ARMLS (such as a user identification number), created by the Subscriber (such as a password), or provided by other means that collectively and severally are required for the Subscriber to be identified by the ARMLS system as a Subscriber in good standing and to gain access to use the MLS.
  - 1.2. “Affiliate/Affiliates” are defined as a person, persons, or a firm who has been granted limited access to MLS data through the MLS system and/or permitted to lease a lockbox key by virtue of membership in a Shareholder or Client Board that permits such access according to its rules and policies.
  - 1.3. “Appraiser” means a person holding a valid license or certificate issued by an appropriate Arizona regulatory agency permitting such person to engage in the appraisal of real property.
  - 1.4. “ARMLS” means, for the purposes of these Rules, the Arizona Regional Multiple Listing Service, Inc.
  - 1.5. “ARMLS Compilation” means the collection of information relating to real property and other subjects that is compiled by ARMLS for dissemination to Subscribers, whether compiled or disseminated in electronic or printed form or in any other form or format.
  - 1.6. “ARMLS Governing Documents” means all of the governing documents of ARMLS in place and as modified from time to time, including, without limitation, the Articles of Incorporation, the Bylaws, and the Shareholders Agreement of the ARMLS Shareholders.
  - 1.7. “ARMLS Roster Database” means any collection of contact information (e.g., e-mail addresses, physical addresses, etc.) for Participants, Subscribers and/or any other parties maintained by ARMLS in the MLS system or otherwise in its records).
  - 1.8. “Association” means the REALTOR® Associations that are shareholders of ARMLS, as the context requires (collectively the “Associations”).
  - 1.9. “BOD” means the ARMLS Board of Directors.
  - 1.10. “Coming Soon Status” means an MLS status available for use with premises in all property types, prior to the premises being officially listed on the MLS for sale or lease. See Section 8.25 for rules associated with this status.

- 1.11. “Cooperating Participant” means a Participant who acts in cooperation with a Listing Participant to find or obtain a buyer or lessee for a listed property.
- 1.12. “Cooperating Subscriber” means a Subscriber affiliated with a Cooperating Participant and principally responsible for rendering service to a buyer, either as customer or client, interested in purchasing a property listed by a Listing Participant.
- 1.13. “Day” means one calendar day regardless of whether such day falls on a weekend or holiday. A Day shall begin at 12:00:00 AM (Midnight) on the day immediately following the event or situation that invoked the defined term and shall end at 11:59:59 PM that same day.
- 1.14. “DOH” means the Arizona Department of Housing.
- 1.15. “Exclusive Agency Listing” means a contractual agreement under which the Listing Participant acts as the agent of seller(s), and the seller(s) agrees to pay a commission to the Listing Participant if the property is sold through the efforts of any real estate broker. If the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the Listing Participant.
- 1.16. “Exclusive Right to Sell Listing” means a contractual agreement under which the Listing Participant acts as the agent of the seller(s), and the seller(s) agrees to pay a commission to the Listing Participant regardless of whether the property is sold through the efforts of the Listing Participant, the seller(s), or anyone else, except that the seller(s) may name one or more individuals or entities as exemptions in the Listing agreement and if the property is sold to any exempted individual or entity, the seller(s) is not obligated to pay a commission to the Listing Participant.
- 1.17. “First Right of Refusal” means that a tenant or buyer has an executed option to purchase the property on the same terms as an offer from a bona fide third party.
- 1.18. “FWA” (literally, “filed with ARMLS”) means the filing with or submission of information to ARMLS by a Subscriber, or the Subscriber’s authorized representative, for inclusion in the ARMLS Compilation. FWA may take on the tense required by usage, and may mean “file,” “filed,” or “filing” depending on context.
- 1.19. “IDX” means Internet Data Exchange, which is a program through which Participants grant each other permission to display their Listings on certain limited electronic displays operated by the Participants.
- 1.20. “Keyholder Agreement” means the contract executed between the Subscriber or Affiliate, the electronic lockbox service provider, and ARMLS governing the use of and access to the electronic lockbox service.
- 1.21. “Listed Property” means the real estate that is the subject of a Listing.
- 1.22. “Listing” means the electronic data record of a property for sale or in the Coming Soon Status. For a Listing to be accepted by ARMLS for filing on the

MLS, the Listing requires two parts: (i) the Exclusive Right to Sell Listing or Exclusive Agency Listing that creates the contractual relationship between seller and broker, and (ii) the appropriate Profile Sheet that defines the property. The electronic version of the Profile Sheet located within the MLS is automatically populated upon entry of a Listing. ARMLS does not require that Profile Sheets be signed, but each Listing Participant may have their own requirements of their associated Listing Subscribers. ARMLS or the Association may request a copy of any documents.

- 1.23. "Listing Participant" means a Participant having a Listing agreement with the owner of property appropriate for listing in the MLS.
- 1.24. "Listing Subscriber" means a Subscriber affiliated with a Listing Participant and principally responsible for rendering service on a Listed Property.
- 1.25. "Lockbox" means either an ARMLS approved Lockbox and associated electronic keys provided by the electronic lockbox service provider covered by the Keyholder Agreement, or any other Lockbox used by a Subscriber to allow access to a Listed Property by providing a key from a secured container using a code or combination provided by the Subscriber.
- 1.26. Manufactured/Mobile Housing Definitions
  - (a) "Installed" means having gone through the installation process as determined by the DOH.
  - (b) "Manufactured Home" means a structure built in accordance with the National Manufactured Home Construction and Safety Standards Act of 1974 and Title VI of The Housing and Community Development Act of 1974 (P.L. 93-383, as amended by P.L. 95-128, 95-557, 96-153 and 96-339).
  - (c) "Manufactured Housing Dealer" means an individual or other legal entity that is licensed by the DOH, depending on the license classification, to purchase and sell Manufactured homes and Mobile homes.
  - (d) "Mobile Home" means a structure built prior to June 15, 1976, on a permanent chassis, capable of being transported in one or more sections and designed to be used with or without a permanent foundation as a dwelling when connected to on-site utilities except recreational vehicles and factory-built buildings.
  - (e) "Mobile Home Park" means and is defined at A.R.S. § 33-1409 as a parcel of land with four or more rental spaces for these kinds of homes.
  - (f) "Park Model," or park trailer, means a structure built on a single chassis, mounted on wheels or originally mounted on wheels and from which the wheels have been removed and designed to be connected to utilities necessary for operation of installed fixtures and appliances and has a gross trailer area of not less than three hundred twenty

(320) square feet and not more than four hundred (400) square feet when it is set up, except that it does not include fifth wheel trailers. A park model is defined by A.R.S. § 33-2102 as a recreational vehicle and governed by the Arizona Recreational Vehicle Long-term Rental Space Act.

- (g) “Used” means a Manufactured or Mobile Home that has been sold, bargained, exchanged or given away from a purchaser who first acquired the unit that was titled in the name of such purchaser.
- 1.27. “Media” are 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, and virtual tours.
- 1.28. “MLS” means the multiple listing service(s) that is provided by ARMLS.
- 1.29. “NAR” means NATIONAL ASSOCIATION OF REALTORS®.
- 1.30. “Net Listing” means a Listing in which the commission paid is the excess of the sale price over an agreed-upon (net) price to the seller.
- 1.31. “Nonmember” means a person who holds a valid Arizona real estate broker’s or salesperson’s license or is licensed or certified by an appropriate Arizona regulatory agency to engage in the appraisal of real property, but who is not a member of any Association.
- 1.32. “Office Exclusive Listing” means a Listing of any type where the owner chooses to defer filing a Listing with ARMLS, either for a specified delay period or for the term of the entire Listing. For clarity, an Office Exclusive Listing may or may not be entered into the Coming Soon Status depending on the preference of the owner of the Premises. Note: Office Exclusive Listings must adhere with section 8.0, Clear Cooperation.
- 1.33. “Open Listing” means a contractual agreement under which the Listing Participant acts as the agent of the seller(s), and the seller(s) agrees to pay a commission to the Listing Participant only if the property is sold through the efforts of the Listing Participant.
- 1.34. “Participant” Any REALTOR® of an association 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, shall be eligible to participate in multiple listing 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 multiple listing service membership or participation unless they hold a current, valid real estate broker’s license and offer or accept compensation to and from other participants or are 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 an association multiple listing service is strictly limited to the activities authorized under a participant’s licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation

or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. The REALTOR® principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the participant shall have all rights, benefits, and privileges of the service, and shall accept all obligations to the service for the participant's firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the service by all persons affiliated with the participant who utilize the service.

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant 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 listing brokers or agents in the MLS. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant 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 participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the participant or potential participant 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. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants. Note: This paragraph and the preceding paragraph apply to both REALTOR® Participants and Non-member Participants to the MLS as described in the paragraph below.

Participation in the service is also available to nonmember principals who

meet the qualifications established in the association's bylaws and MLS rules and regulations. However, under no circumstances is any individual or firm, regardless of membership status, entitled to multiple listing service participation or membership unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other participants, or are 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 an association multiple listing service is strictly limited to the activities authorized under a participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by an association multiple listing service where access to such information is prohibited by law. The nonmember principal of any firm, partnership, corporation, or the branch office manager designated by said firm, partnership, or corporation as the participant shall have only those rights, benefits, and privileges as specified by the service, and shall accept all obligations to the service for the participant's firm, partnership, or corporation, and for compliance with the bylaws and rules and regulations of the service by all persons affiliated with the participant who utilize the service.

- 1.35. "Penalty Policy" means the ARMLS Penalty Policy, as modified from time to time, along with any other penalties, fines, suspensions, revocations and other measures adopted by ARMLS from time to time in accordance with the ARMLS Governing Documents.
- 1.36. "Policy" is any interpretation, procedure, or clarification of these Rules and Regulations, approved by the Board of Directors and published by ARMLS, that clarifies, facilitates, or expedites the application of the Rules.
- 1.37. "Premises" means the physical location of a property or land that is the subject of a Listing.
- 1.38. "Profile Sheet" means one of the ARMLS approved data collection forms used to profile a property to be inserted into the ARMLS Compilation.
- 1.39. "REALTOR®" means a real estate professional who is a member of NAR (collectively, "REALTORS®").
- 1.40. "Rules" means these Rules and Regulations.
- 1.41. "Shareholder" shall mean the Association having an ownership interest in ARMLS.
- 1.42. "Short Sale" means 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.
- 1.43. "Subscriber" means (a) a person who is, or who is affiliated with, a Participant, or (b) an Appraiser, to whom ARMLS has granted (subject to ARMLS Policies, these Rules, and payment of required fees) an identification



code and password that permit access to the MLS and the ARMLS Compilation (collectively the “Subscribers”).

1.44. “**Teams**” means a single group of two or more Subscribers, under the sponsorship of one Participant that functions as a single business enterprise for the purpose of transacting real estate business.

1.45. “**USPS**” means the United States Postal Service.

2. **NAME AND SHAREHOLDERS.** The name of this organization is Arizona Regional Multiple Listing Service, Inc. (“ARMLS”). All shares of ARMLS common stock are owned equally as defined in the ARMLS Shareholder Agreement (individually a “Shareholder” or collectively the “Shareholders”).
3. **AUTHORITY.** ARMLS, an Arizona corporation, maintains for the use of the Associations and the Subscribers the MLS, which is subject to the ARMLS Governing Documents and these Rules.
4. **POWERS.** The business of ARMLS is managed by the BOD, which exercises all such powers of ARMLS and performs such lawful acts as are not done by statute or by the Governing Documents directed or required to be performed by the Shareholders or otherwise.
5. **PURPOSE.** The purpose of ARMLS is to provide the MLS for use by Subscribers and the Associations. The MLS is:
  - (a) A facility for the orderly correlation and dissemination of Listing information so Subscribers may better serve their clients and the public;
  - (b) A means by which Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law);
  - (c) A means of enhancing cooperation among the Subscribers;
  - (d) A means by which information is accumulated and disseminated to enable Subscribers to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; and
  - (e) A means by which Subscribers engaging in real estate appraisals contribute to common databases.
6. **SERVICE AREA.** The ARMLS service area shall, at a minimum, include the combined jurisdiction of all Associations. The service area may encompass natural market areas outside the jurisdiction of the Associations as may be defined by the BOD.

## 7. PARTICIPATION

Participation is defined under Section 1.34 herein.

7.1. **APPLICATION.** Application for MLS participation shall be made in such manner and form as prescribed by the Board of Directors of each Association. Access to the ARMLS system is available only through one of the

Shareholder of ARMLS. No direct Participant or Subscriber access is allowed. The application forms may vary from Shareholder, but all applications shall contain a signed statement agreeing to abide by the ARMLS regulatory documents and any other applicable rules and regulations of ARMLS as from time to time amended or adopted.

7.2. **ACCESS CREDENTIALS.** Subscribers shall be given access credentials in the form of an identification word or number, a password, and any other form of individual secure identification that ARMLS may implement to preserve security of the system. Subscribers may not share their access credentials with anyone, whether the other party is another Subscriber or non-Subscriber. Further Subscribers may not share access to the system by allowing anyone else to participate in an online access session using their access credentials, whether or not the actual credentials were disclosed or shared. Further, except as provided for in Section 20, in the course of their normal real estate practices, Subscribers may not use or convey all or any portion of the ARMLS Compilation from the system in any way to any non-Subscriber, non-Participant, or any ancillary business (whether or not affiliated with a Participant).

7.3. **FULL PARTICIPATION.** All real estate and/or appraiser licensees in a Participant's firm must be enrolled as Subscribers to ARMLS unless application for a waiver is made and the waiver subsequently granted. Within Twenty-One (21) Days of their affiliation with an ARMLS Participant's firm, all licensees affiliated with the Participant must apply for either (1) subscription to the ARMLS service or (2) waiver of requirement to participate and subscribe. ARMLS shall notify Participant when ARMLS becomes aware of licensees in Participant's firm that have not complied with these requirements.

7.3.1. To be granted a waiver, the applicant (hereinafter, "Waiver Applicant") must satisfy and continue to satisfy all of the following requirements:

- (a) Waiver Applicant is NOT a Listing agent for any active Listing included in the MLS;
- (b) Waiver Applicant does NOT possess, control, or use a lockbox key to enter, view, or show any property that is listed in the MLS;
- (c) Waiver Applicant does NOT directly or indirectly access or use in any manner whatsoever the Listing information stored in the MLS. Such access and use includes, but is not limited to, direct access to or use of the MLS and the use of the other devices or services provided by the MLS or its affiliated or licensed vendors or suppliers, that permit access to and use of any Listing information from the MLS; and
- (d) Waiver Applicant does NOT use, directly or indirectly, in any manner whatsoever information from the MLS to list properties for sale or lease, to identify or locate properties for any potential



buyers or lessees, and does not participate in listing or sales activity requiring licensure for any properties listed in the MLS.

7.3.2. The Participant who employs the Waiver Applicant, or with whom Waiver Applicant is affiliated through licensure, shall attest and certify in writing that Waiver Applicant meets all of the requirements for waiver of participation and shall agree to notify ARMLS within Ten (10) Days of the change should any of the requirements for continuing the waiver no longer be met.

7.4. **ADMINISTRATIVE SUPPORT PERSONNEL.** Administrative support personnel shall be allowed access to the system to the extent necessary for them to perform their duties with and for the Participant and/or the Participant's Subscribers.

7.4.1. Participants may apply for administrative support credentials for a fee specified by the BOD in the current fee schedule.

7.4.2. A Subscriber, who is not a Participant, who desires to utilize administrative support personnel may apply for an individual administrative support credential only with the written permission of the Participant. This permission must be obtained on the form provided by ARMLS.

7.4.3. No person with an administrative support credential shall be designated as a listing or selling agent on a property under any circumstances.

7.4.4. Administrative support credentials issued by ARMLS are for the individual assigned the credentials use only and shall not be shared with any other person or entity, nor transferred or assigned to another person or entity.

7.5. **STANDARDS OF CONDUCT FOR PARTICIPANTS AND SUBSCRIBERS.**

7.5.1. Subscribers shall not engage in any practice or take any action inconsistent with the exclusive representation or exclusive brokerage relationship agreements that other Subscribers have with clients.

7.5.2. Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the owner or any other legally authorized party (e.g., a trustee).

7.5.3. Subscribers, when acting as subagents, as buyer/tenant representatives, or as brokers, shall not attempt to extend a Listing Participant's offer of cooperation and/or compensation to other brokers without the consent of the Listing Participant.

7.5.4. Subscribers shall not solicit a Listing that is currently listed exclusively with another broker. However, if the Listing Participant, when asked by a Subscriber, refuses to disclose the expiration date and nature of such Listing (i.e., an Exclusive Right to Sell Listing, an Exclusive Agency Listing, an Open Listing, a Net Listing or other form of contractual agreement between the Listing Participant and the client), the Subscriber may contact the owner to obtain such information and may discuss the terms upon which the

Subscriber might take a future Listing or, alternatively, may take a Listing to become effective upon expiration of any existing exclusive Listing.

- 7.5.5. Subscribers shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if when asked by a Subscriber, the buyer/tenant broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the Subscriber may contact the buyer/tenant to secure such information and may discuss the terms upon which the Subscriber might enter into a future buyer/tenant agreement or, alternatively, may enter into a buyer/tenant agreement to become effective upon the expiration of any existing exclusive buyer/tenant agreement.
- 7.5.6. Subscribers shall not use information obtained from Listing Participants through offers to cooperate made through ARMLS to refer Listing Participants' clients to other brokers or to create buyer/tenant relationships with Listing Participants' clients, unless such use is authorized by the Listing Participant.
- 7.5.7. The fact that an agreement has been entered into with a Subscriber shall not preclude or inhibit any other Subscriber from entering into a similar agreement after the expiration of the prior agreement.
- 7.5.8. The fact that a prospect has retained a Subscriber as an exclusive representative or exclusive broker in one or more past transactions does not preclude another Subscriber from seeking such former prospect's future business.
- 7.5.9. Subscribers are free to enter into contractual relationships or to negotiate with sellers/lessors, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent.
- 7.5.10. When Subscribers are contacted by the client of another Subscriber regarding the creation of an exclusive relationship to provide the same type of service, and that Subscriber has 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.
- 7.5.11. In cooperative transactions, Participants shall compensate cooperating Participants and shall not compensate or offer to compensate, directly or indirectly, any of the sales licensees (even if they are Subscribers) employed by or affiliated with other Participants without the prior express knowledge and consent of the cooperating Participant.
- 7.5.12. Subscribers 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 Subscriber. A general telephone canvass, general mailing, or distribution addressed to all prospects in a

given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule.

The following types of solicitations are prohibited: Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another Subscriber; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another Subscriber 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 Subscribers.

- 7.5.13. Subscribers, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.
- 7.5.14. Subscribers, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the owner's representative at first contact and shall provide written confirmation of that disclosure to the owner's representative or broker not later than execution of a purchase agreement or lease.
- 7.5.15. Subscribers, acting as representatives or brokers of owners or as subagents of Listing Participants, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.
- 7.5.16. Subscribers are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service or any other offer of cooperation may not be used to target clients of other Subscribers to whom such offers to provide services may be made.
- 7.5.17. Subscribers, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the Listing Participant's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the Listing Participant's agreement to modify the offer of compensation.
- 7.5.18. 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 broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client. Before providing substantive services (such as writing a purchase offer or presenting a comparative market analysis) to prospects, Subscribers shall ask prospects whether they are a party to any exclusive representation agreement. A Subscriber 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.

7.5.19. Subscribers, prior to or after terminating their relationship with their current firm shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

7.5.20. These Rules are not intended to prohibit ethical albeit aggressive or innovative business practices, and do not prohibit disagreements with other Subscribers involving commission, fees, compensation or other forms of payment or expenses.

7.5.21. Subscribers shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

7.5.22. The services which MLS Participants 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.

MLS Participants 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.

7.5.23. MLS Participants and Subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to clients, unless the Participant or Subscriber will receive no financial compensation from any source for those services.

7.6. **ARBITRATION OF DISPUTES.** By becoming and remaining a Subscriber, each Subscriber agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in

Standard of Practice 17-4 of the NAR Code of Ethics and Arbitration Manual with Subscribers in different firms arising out of their relationships as Subscribers, subject to the following qualifications:

- (a) If all disputants are members of the same Association, or have their principal place of business within the same Association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Association, and
- (b) If the disputants are members of different Associations or if their principal place of business is located within the territorial jurisdiction of different Associations, they remain obligated to arbitrate in accordance with the procedures of the Arizona Association of REALTORS®.

If the Arizona Association of REALTORS® does not provide arbitration services, arbitration shall be conducted in accordance with any existing inter-board/regional agreement or, alternatively, in accordance with the Interboard/Regional Arbitration Procedures in the NAR Code of Ethics and Arbitration Manual. Nothing herein shall preclude Subscribers from agreeing to arbitrate the dispute before a particular Association.

A Subscriber's obligation to arbitrate includes the duty to either:

1. Pay an award to the party(ies) named in the award; or
2. Deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose.

Failure to satisfy the award or deposit the funds with the Association within ten (10) days may be considered a violation of these rules and the Subscriber may be subject to disciplinary action at the sole discretion of ARMLS.

7.7. **DISCONTINUANCE OF SERVICE.** A Participant may discontinue MLS service by giving proper notice to his or her Association in a manner specified by the Association. Participants may reapply to an Association for MLS participation in the same manner prescribed for new applicants, provided all outstanding dues, fines, and fees are fully paid.

7.8. **SUBSCRIBERS UNDER A SUSPENDED PARTICIPANT.** A firm whose Participant is suspended by the MLS for any reason shall also result in the suspension of all Subscribers under the suspended Participant, until such time as the firm once again employs a Participant in good standing with the MLS.

## 8. LISTING PROCEDURES.

8.0. **CLEAR COOPERATION.** Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital

communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public. This section also applies to Office Exclusive Listings.

#### 8.1. TYPES OF PROPERTY.

(a) Listings of real property or private property of the following types, which are listed subject to a real estate broker's license, and which are located within the ARMLS service area, taken by Subscribers, on exclusive right to sell or exclusive agency forms, shall be FWA within two Days, after all necessary signatures of seller(s) have been obtained, unless otherwise directed by seller in the written Listing Agreement or a subsequent amendment to the Listing Agreement:

(i) Residential (For Sale) including, but not limited to:

- a. Fractional Interests
- b. Time Shares
- c. Auction Properties
- d. IRC (Internal Revenue Code) §1031 Exchanges
- e. New Construction
- f. Manufactured or Mobile Home (subject to section 8.1(b))

(ii) Residential (For Lease) requires a minimum lease term of thirty (30) days including, but not limited to:

- a. Fractional Interests
- b. Time Shares
- c. Vacation Ready
- d. New Construction
- e. Manufactured or Mobile Homes (subject to section 8.1(b))

NOTE: Only listings with a minimum thirty (30) day lease term are allowed to be listed in the MLS

(iii) Vacant Land and Lots

(iv) Commercial/Industrial Buildings (For Sale)

(v) Commercial/Industrial Buildings (For Lease)

(vi) Multiple Dwellings

(vii) Business Opportunities

(b) There are three scenarios for which Manufactured or Mobile Homes are allowed to be listed in the MLS (see section 1.26 for definitions applying to this section):

NOTE: Recreational vehicles, including park models are prohibited to be listed in the MLS, unless it has been issued an Affidavit of Affixture.

(i) A Mobile or Manufactured home, which is Installed on and conveyed with real property, may be listed as a residential property if it qualifies under the licensing exemptions allowed by



the DOH. To qualify under this exemption, the property must meet BOTH of the following tests:

1. The Manufactured/Mobile home must be Installed on the property; and
  2. The Manufactured/Mobile home must be listed in a contract for transfer of an interest in real property executed by its owner.
- (ii) A new or Used Manufactured/Mobile home located in a Mobile Home Park if the Listing Subscriber is acting as an agent for a licensed Manufactured Housing Dealer for a home that is being offered for sale by a licensed Manufactured Housing Dealer.

NOTE: Only a licensed Manufactured Housing Dealer may write the contract for the sale of a new or Used Manufactured home, or a Mobile home being offered for sale by the Manufactured Housing Dealer.

- (iii) A Used Manufactured/Mobile home located in a Mobile Home Park that is owned by a private party (homeowner).

8.1.1. A property FWA must include the property address. No property may be FWA that contains an assessor number other than the individual number assigned to the parcel or, in the absence of an individual number, the master number of the development. If either the property address or parcel number is unavailable, the listing must include the legal description of the property sufficient to describe its location.

8.2. **LISTING AGREEMENTS.** A Listing agreement must be in writing and fully executed before that Listing is acceptable to be FWA. The Listing agreement of a property filed with the MLS by the listing participant should include a provision expressly granting the Listing Participant authority to advertise; to file the listing with the MLS; to provide timely notice of status changes of the listing to the MLS; and to provide sales information including selling price to the MLS upon sale of the property. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the Listing Participant the right to authorize dissemination of this information by the MLS to its Participants. Hard copies of Listing agreements shall not be FWA.

Net Listings are not accepted for listing on the MLS. Except for Business Opportunities and Commercial (Sale or Lease) listing types, only Listings taken using Exclusive Right to Sell Listing and Exclusive Agency Listing contracts are accepted by ARMLS. For Business Opportunities and Commercial listing types, ARMLS will accept Open Listings but NOT Net Listings.

ARMLS may accept Listings taken using other forms of agreement, which make it possible for the Listing Participant to offer cooperation and compensation to Participants acting as subagents, buyer agents, or both. Neither ARMLS nor the Associations regulate the type of Listing that a Subscriber may take. Subscribers are free to take a Listing using a form of agreement that is not accepted by ARMLS for listing on the MLS and market these Listings outside the MLS.

ARMLS may refuse to publish information that may create legal liability.

- 8.3. **SUBMISSION OF LISTINGS.** Listings must be entered directly into the MLS only by the Listing Participant, Subscriber, or authorized administrative support personnel having access to the MLS under the provisions of Section 7.4 above. ARMLS reserves the right to:
- (a) Remove from the ARMLS Compilation any Listing in a form that fails to adequately protect the interest of the public and the Subscribers.
  - (b) Assure that no Listing FWA establishes, directly or indirectly, any contractual relationship between ARMLS or an Association on the one hand and the buyer, seller, lessor or tenant on the other.
- 8.4. **LISTINGS SUBJECT TO THE RULES.** Any Listing to be FWA is subject to these Rules. Subscribers shall have a written Listing agreement with all necessary signatures for each Listing that is FWA. ARMLS or the Subscriber's Association shall have the right to receive a copy of a written Listing agreement to verify a Listing's existence or adequacy at any time. ARMLS or the Subscriber's Association shall also have the right to receive a copy of the owner's written authorization for sales, leases, or exchanges that are FWA. If a request is made and the Subscriber fails to provide the requested information within five (5) Days, ARMLS or the Subscriber's Association shall have the right to remove each applicable Listing and discipline the Subscriber for a violation of these Rules.
- 8.5. **DETAILS ON LISTINGS FILED WITH ARMLS.** A Listing, when FWA by a Subscriber, must include all required information or ARMLS will not accept the Listing. An "R" beside a field name on the Profile Sheet or input screen indicates "required information" that must be included on each Listing that is FWA.

Detailed information on Listings FWA shall be accurate and factual at all times, whether the Listing status is coming soon, active, expired, canceled, temporarily-off-market, sold, pending sale, or any other status. Subscribers may not change any required Listing information, except the owner's name and phone number, to be non-factual or to eliminate factual information from a Listing. Subscribers may not manipulate data by altering, amending, or refiling Listings to create a statistical or categorical result that is not supported by all applicable facts. This applies to all Listings, whether the Listing status is active, expired, canceled, temporarily-off-market, pending sale, sold or any

other status. ARMLS may refuse to publish information that may create legal liability.

- 8.6. **DUAL LISTINGS.** Only one Listing for each property may be FWA by or on behalf of the Listing Participant, except under the following circumstances:
- (a) The listed property is offered both for sale and for lease; or
  - (b) The property is for sale at one price and extra property may be purchased with the original property at a different price; or
  - (c) A residential rental property is available for lease furnished and unfurnished; or
  - (d) Properties currently zoned under multiple zoning classes that would allow for multiple uses; or
  - (e) The property is for sale as a single parcel or it may be divided and is available for sale as multiple smaller parcels; or
  - (f) The property is being leased as a Vacation Ready Rental and may also be leased as a regular Residential Rental, and/or may be sold as a Residential property; or
  - (g) The property is Vacant Land with an existing structure that is considered to be a “tear down” but the structure can still be sold. These properties may be listed in Vacant Land and Lots and also the appropriate other property class that reflects the existing structure (Residential, Commercial for Sale, or Multiple Dwellings). The Vacant Land and Lots listing must have the appropriate selection marked on the listing indicating what type of existing structure is on the property.
  - (h) The property is Vacant Land and is offered both for sale as a vacant lot at one price and as a to-be-built structure on the lot at a different price. These properties may be listed in Vacant Land and Lots and also the appropriate other property class that reflects the to-be-built structure (Residential, Commercial for Sale, or Multiple Dwellings). The to-be-built listing must reflect the specific structure being offered.
- 8.6.1. Subscribers may not create multiple active Listings for a property except under one of the exceptions listed above.
- 8.6.2. If Listings for the same property are FWA by or on behalf of different Listing Participants, ARMLS will notify all such Listing Participants. The notified Listing Participants will have five (5) Days to resolve the matter. At the end of the five (5) Day period, ARMLS shall have the right to change the status of one, some, or all of the Listings to a canceled or temporarily-off-market status.

- 8.7. **OFFICE EXCLUSIVE LISTINGS.** An Office Exclusive Listing shall be provided to the Listing Participant's Association or to ARMLS upon written request, but not FWA for dissemination to other Subscribers. The Listing must be accompanied by a written authorization signed by the owner that he or she does not want the Listing to be FWA, until a specific date or not at all. Office Exclusive Listings shall adhere to section 8.0, Clear Cooperation policy.
- 8.8. **CHANGE IN LISTING AGREEMENT TERMS.** Any change in listed price or other change in the terms of the original Listing agreement shall be made only when authorized in writing by the owner and shall be FWA within two (2) Days after the effective date of the change.

Each Listing shall be assigned a unique identification number. Changing the data within an existing Listing to create a new Listing is prohibited.

- 8.9. **CANCELLATION OF LISTINGS PRIOR TO EXPIRATION.** Listings of property may be canceled from the MLS by the Listing Participant before the expiration date of the Listing agreement provided notice is FWA informing all other Subscribers of said cancellation. ARMLS or an Association shall have the right to receive a copy of such cancellation agreement at any time.
- 8.10. **SALE, EXCHANGE, OR LEASE CONTINGENCIES APPLICABLE TO LISTINGS.** Any sale, exchange, or lease contingencies or conditions in a Listing shall be specified and fully disclosed. Contingencies or conditions that must be disclosed include but are not limited to: the existence of equitable interest in a property; the offer to purchase is contingent upon the sale of another property or upon the satisfactory inspection(s) of the property to be purchased); or that there is an existing First Right of Refusal.
- 8.11. **LISTING PRICE SPECIFIED.** The full gross Listing price stated in the Listing agreement will be included in the information published in the ARMLS compilation of current Listings unless the property is subject to auction. If a property will only be sold by auction, the Listing must state whether the Listing has a reserve price or that the property will be sold at auction without reserve.
- 8.12. **EXCLUSIONS.** When a Listing contains an exclusion (e.g., a provision excluding from the sale certain fixtures located on the property), the exclusion must be disclosed and explained in the public remarks field of the Profile Sheet for the Listing.
- 8.12.1. Subscribers may exclude certain buyers that are identified in a Listing by entering in the private remarks field of the Profile Sheet either "Prospects reserved by seller, contact listing office for names" or, at the option of the Listing Participant, the actual names of the excluded buyers may be entered.
- 8.12.2. Exclusions of offers to cooperate between specific Participants must not be included in the public remarks field and should remain private communications between the Participants.

- 8.13. **THIRD-PARTY APPROVAL.** If a property that is FWA is under court jurisdiction, or the sale is subject to any third-party approval, the Subscriber must disclose this fact in the appropriate place in the Profile Sheet for the Listing, unless prohibited in writing by the court.
- 8.14. **LISTING MULTIPLE UNIT PROPERTIES.** All properties which are to be sold or which may be sold separately must be indicated by individual Listings, one for each property.
- 8.15. **NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY SUBSCRIBERS.** Neither ARMLS nor an Association shall fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Subscribers. Further, neither ARMLS nor any Association shall fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.
- 8.16. **FORMS AND DOCUMENTS.** ARMLS or the Subscriber's Association shall have the right to request, and the Subscriber shall provide within five (5) Days of the request, copies of any documents that are required to verify the accuracy of any information that is included in the ARMLS Compilation.
- 8.17. **TERMINATION AND INCEPTION DATE ON LISTINGS.** All Listings shall bear a definite inception date (the "list date") and a definite and final termination date (the "expiration date") as negotiated between the Listing Participant and the owner.
- 8.18. **EXPIRATION, EXTENSION, AND RENEWAL OF LISTINGS.** Any Listing automatically expires on the expiration date specified in the Listing agreement unless renewed by the Listing Participant and the owner and notice of renewal or extension is FWA prior to expiration.

If notice of renewal or extension is dated after the expiration date of the original Listing (or the date of any prior renewal of the original Listing), a new Listing Agreement must be secured for the Listing to be FWA. It should then be published as a new Listing. Any extension or renewal of a Listing must take effect on or before the expiration date of the original Listing (or any prior renewal thereof), must be signed by the owner, and must be FWA. ARMLS and the Subscriber's Association shall, upon request, have the right to receive a copy of any renewal agreement at any time to ensure compliance with the Rules.

- 8.19. **SERVICE AREA.** Only Listings of the designated types of property, as described in Section 8.1, which are located within the ARMLS service area, are required to be FWA. Listings of properties, of the types designated in Section 8.1, located outside of the ARMLS service area will be accepted if the Listing (i) is submitted voluntarily by a Subscriber and (ii) complies with all of these Rules and Arizona law.

- 8.20. **LISTINGS OF SUSPENDED or EXPELLED PARTICIPANTS.** When a Participant is suspended or expelled from the MLS by ARMLS or his/her Association for failing to abide by a membership duty (i.e., violation of the Code of Ethics, the ARMLS Governing Documents, these Rules, or other membership obligations, except failure to pay appropriate dues, fines, fees or charges), all Listings currently FWA by the suspended or expelled Participant shall, at the suspended or expelled Participant's option, be retained in the ARMLS Compilation until sold, canceled or expired, and shall not be renewed or extended by ARMLS beyond the termination date of the Listing agreements in effect when the suspension became effective. If a Participant has been suspended or expelled from the Association or MLS or both by his/her Association for failure to pay appropriate dues, fines, fees or charges, neither the Association nor ARMLS is obligated to provide MLS services, including continued inclusion of the Participant's or Participant's Subscribers' Listings in the ARMLS Compilation of current listing information. On the day the Participant is suspended, Participant shall be sent notice that all Active listings (not UCB, CCBS or Pending) of that firm shall immediately be changed to a status of Temporarily Off Market ("TOM"), and further that five business days after said notice date, if the firm remains without a Participant, the UCB, CCBS and Pending listings shall be changed to a status of TOM.
- 8.21. **LISTINGS OF RESIGNED PARTICIPANT.** When a Participant resigns from the MLS, ARMLS will not provide any services to such resigned Participant, including continued inclusion of such resigned Participant's or Participant's Subscribers' Listings in the ARMLS Compilation of current listing information. When a Participant resigns, the resigned Participant shall be advised in writing that all active Listings of such resigned Participant will be cancelled upon his/her resignation so that he or she may advise his/her clients and affiliated Subscribers.
- 8.22. **LISTINGS OF RESIGNED, SUSPENDED, OR EXPELLED SUBSCRIBERS.** When a Subscriber resigns or is suspended or expelled from the MLS, as described in Sections 8.20 through 8.22, the Listings in the ARMLS Compilation of the Subscriber so affected shall be transferred by ARMLS and/or the Local Association to the Subscriber's Participant, or to such other Subscriber as the Participant shall designate.
- 8.23. **PHOTOGRAPHS, RENDERINGS, FLOOR PLANS, FILES, VIDEO, MEDIA.** The ARMLS Compilation may have the capacity to store and display one or more photographs, floor plans, electronic files in various public and proprietary formats, virtual tours, renderings, or other Media for a listed property. For the benefit of all Subscribers, Listings are sent to customers and clients of Subscribers and Participants.

The following are prohibited but not limited to:

- (a) Media and description fields of such Media cannot direct the user in any way to the identity, contact information, branding, or other



information about a real estate agent or broker or any other individual or entity with a connection to the business of real estate.

- (b) Media and description fields of such Media may not be used to advertise or promote an agent, broker or a real estate brokerage, or any other individual or entity.
- (c) Media may not include people unless they are in the background of such Media.
- (d) Media may not include inducements to work directly with any Broker other than the Buyer Broker in any way within the display of the Listing.
- (e) Photographs and other Media may not be altered to display text or images, except to identify the property's location attributions, or watermarks of any kind except for those specifically provided by ARMLS and displayed in such Media as permitted by ARMLS guidelines.
- (f) Except for Media independently licensed by ARMLS for the benefit of all Subscribers, a Subscriber may not copy and use for any purpose any Media from another Subscriber's Listing without specific permission from the Listing Participant. It is permissible, however, for a Subscriber to purchase and use Media being used by another Subscriber so long as the Media is purchased from a third-party owning rights to such Media and having the legal capacity to license the Media.
- (g) Any other use of a photograph, floor plan, electronic file, rendering, virtual tour, or other media is strictly prohibited.

The following specific items are permitted within Media, so long as they meet the requirements within this Section 8.23:

- (h) Media may include a "For Sale" sign and riders as long as the sign and any rider is completely obscured and do not contain any other item prohibited within this Section 8.23.
- (i) A rendering or floor plan may have text typical to renderings and floor plans (e.g. room names and dimensions, model home name).
- (j) An electronic public file may have text to describe the property and also may have exceptions of the type described in this Section 8.23 when the electronic file is or contains a photograph, floor plan, rendering, or other image media.
- (k) Property information links are acceptable so long as they do not exhibit or link to contact information.
- (l) Media may include features such as mortgage calculators and the ability to forward the Media by e-mail.

In addition to any penalty that may be imposed under the ARMLS Penalty Policy, ARMLS shall have the right to immediately remove any Media from a Listing that is not in compliance with this rule.

8.24. **PHOTO REQUIREMENTS.** Unless specifically directed otherwise in writing by the seller, each property FWA in Property Class 1 (Residential For Sale) and 2 (Residential Rental) must have a minimum of one photo of the exterior of the property attached to the Listing and submitted by the Listing Subscriber or Subscriber's contractor. This rule does not apply to properties in the Coming Soon Status. This exterior photo is defined as the street view of the front elevation of the dwelling which incorporates a substantial portion of the entire dwelling. For apartment style or loft properties this exterior photo must represent the exterior of the building in which the unit is located. This exterior photo must be attached to the Listing within four (4) Days of the Listing being FWA. This exterior photo must remain with the Listing throughout its life regardless of any status changes and may not be removed by the Listing Subscriber or Subscribers contractors under any circumstances. This main exterior photo does not have to be the primary photo attached to the listing unless it is the sole photo attached to the listing.

8.25. **COMING SOON STATUS LISTINGS.** Listings that are FWA in any property type may be initially entered into the MLS with a Coming Soon Status. Rules that specifically apply to the Coming Soon Status:

- (a) Listings entered into this status must have a current executed Listing Agreement.
- (b) Listings may be in Coming Soon Status for a maximum of 30 days.
  - (i) If the Listing is left in Coming Soon Status for the full 30 days, it will automatically be placed into active status on the 31st day.
  - (ii) A Coming Soon Listing that has subsequently moved to any other status is ineligible to be placed back into a Coming Soon status.
  - (iii) A Premises may only be in a Coming Soon Status for 30 of every 45 calendar days.
- (c) Section 8.24 Photo Requirements shall not apply to Listings while in a Coming Soon Status. However, if photos are included with a Coming Soon listing, the photos must comply with photo use rules.

8.26. **COMPLIANCE.** ARMLS or the Subscriber's Association shall have the right to Cancel or place into TOM (Temporarily Off Market status) any Listing in the ARMLS Compilation that does not comply with these Rules.

9. **INTERNET DATA EXCHANGE PROGRAM.** The rules that govern the ARMLS IDX program are found in Section 23 of these Rules. There is a presumption that all Participants engaged in real estate brokerage consent to participation in the IDX program and to the display of their Listings by other IDX Participants subject to the rules established for the program. However, any Participant may opt-out of the IDX program unchecking the Participant's "IDX Program Sharing" selection in the MLS.

## 10. SELLING PROCEDURES.

10.1. **SHOWINGS.** Appointments to show a property that is FWA, including showings where access to the property is gained by use of a lockbox, shall be conducted through the Listing Participant except under the following circumstances:

- (a) The Listing Participant gives Subscribers specific authority to show the property in the appropriate place in the Listing, or
- (b) After reasonable effort (minimum one (1) Day) the Cooperating Subscriber cannot contact the Listing Subscriber or his/her representative, however, the Listing Participant at his/her option, may preclude such direct showings by Cooperating Participants or Cooperating Subscribers.

The Cooperating Participant must disclose his/her agency status to the Listing Participant or owner as soon as practicable.

10.2. **NEGOTIATIONS.** All negotiations for a listed property shall be conducted exclusively through the Listing Participant or his/her Subscriber or representative unless:

- (a) The owner waives this requirement in writing, and
- (b) No licensed representative of the Listing Participant is available for a period of twenty-four (24) hours, however, the Listing Participant, at his or her option, may preclude such direct negotiations by Cooperating Participants.

The Cooperating Participant must disclose his/her agency status to the Listing Participant or owner as soon as practicable.

If any negotiations are carried on in the absence of the Listing Participant, pursuant to this Section 10.2, the Cooperating Participant shall report the status change to the Listing Participant, and at Cooperating Participant's option to ARMLS, within one (1) day after occurrence, and the Listing Participant shall report the status change to ARMLS within one (1) day after receiving notice from the Cooperating Participant.

10.3. **PRESENTATION OF OFFERS.** The Listing Subscriber must make arrangements to present the offer as soon as possible, or give the Cooperating Subscriber a satisfactory reason for not doing so.

10.4. **SUBMISSION OF WRITTEN OFFERS.** The Listing Subscriber shall submit to the seller all written offers until closing unless precluded by law, government rule, or regulation, or agreed otherwise in writing between the seller and the Listing Subscriber. Unless a subsequent offer is contingent upon the termination of an existing contract, the Listing Subscriber/Subscriber shall recommend that the seller obtain the advice of legal counsel prior to acceptance of a subsequent offer.

**10.5. RIGHT OF COOPERATING SUBSCRIBER IN PRESENTATION OF OFFER.**

Except as provided in this Section, the Cooperating Subscriber (when acting as a buyer agent or subagent) or his/her representative has the right to participate in the presentation to the owner of any offer he/she 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 owner and the Listing Subscriber. However, if the owner gives written instructions to the Listing Subscriber that the Cooperating Subscriber or his/her representative not be present when an offer the Cooperating Subscriber secured is presented, the Cooperating Subscriber has the right to a copy of the owner's written instructions. None of the foregoing diminishes the Listing Subscriber's right to control the establishment of appointments for such presentations.

Where the Cooperating Subscriber is not present during the presentation of the offer, the Cooperating Subscriber can request in writing, and the Listing Subscriber must provide, written affirmation stating that the offer has been submitted to the owner, or written notification that the owner has waived the obligation to have the offer presented.

**10.6. RIGHT OF LISTING SUBSCRIBER IN PRESENTATION OF COUNTER-OFFERS.**

Except as provided in this Section, the Listing Subscriber or his/her representative has the right to participate in the presentation of any counter-offer made by the owner. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except where the Cooperating Subscriber is a subagent). However, if the purchaser or lessee gives written instructions to the Cooperating Subscriber that the Listing Subscriber not be present when a counter-offer is presented, the Listing Subscriber has the right to a copy of the purchaser's or lessee's written instructions.

**10.7. STATUS CHANGES AND REPORTING THE SALE/LEASE OF A LISTED PROPERTY.**

Status changes for Coming Soon, Active, Temporarily Off Market, Expired, and Cancelled listings shall be reported to the multiple listing service by the Listing Subscriber within (2) Days after they have occurred. Within three (3) Days (or 4 Days when a legal holiday falls adjacent to a weekend) after all parties to the transaction have executed an agreement to purchase and sell, or lease, a property that is FWA, the status of the Listing must be changed to a Sale Pending or Leased status by the Listing Subscriber, subject to Section 10.8. Likewise, within two (2) Days after the close of escrow or completion of the transaction, a property that is FWA must be changed to a Sold or Leased status as appropriate, with the final closing sales price, subject to Section 10.8. Note: In disclosure states such as Arizona, if the sale price of a listed property is recorded, the reporting of the sale price may be required by the MLS. The requirement of this Section 10.7 shall not apply to Vacation Ready Rental listings in Residential Rental property class, which listings shall have only the following statuses applied: Coming Soon, Active, Temporarily Off Market, Expired, or Cancelled.

10.8. **UNDER CONTRACT.** Notwithstanding the preceding paragraph, and within the same time requirements, a Listing may, instead of Pending, be changed to an Under Contract-Backups (UCB) or Contract Contingent on Buyer Sale (CCBS) status if one of the following conditions is true:

- (a) The seller provides the Listing Subscriber with written instructions to actively market the property to obtain additional offers (Status Code: UCB); or
- (b) The purchase of the listed property is contingent on the sale of the buyer's property (Status Code: CCBS).

ARMLS shall have the right to place a Listing that does not comply with this rule in a Temporarily Off Market (Status Code: TOM) status.

10.9. **SHORT SALE PROPERTIES.** The policies that govern a Short Sale are found in the ARMLS Short Sale Policy. A copy of this Policy statement can be found on the ARMLS website (ARMLS.com).

10.10. **REPORTING RESOLUTIONS OF CONTINGENCIES.** The Listing Subscriber shall FWA, within three (3) Days (or four (4) Days when a legal holiday falls adjacent to a weekend) following the occurrence that a contingency on file with the MLS has been fulfilled or renewed or the agreement has been canceled.

10.11. **ADVERTISING OF LISTINGS FILED WITH ARMLS.** A Listing shall not be advertised by any Subscriber, other than the Listing Participant/Subscriber, in any medium whatsoever, without prior consent of the Listing Subscriber.

10.12. **REPORTING CANCELLATION OF PENDING SALE.** The Listing Subscriber shall FWA the cancellation of any pending sale within three (3) Days (or four (4) Days when a legal holiday falls adjacent to a weekend) following its occurrence, and the Listing shall be reinstated immediately.

10.13. **REFUSAL TO SELL.** If the seller of any listed property that is FWA refuses to accept a written offer satisfying the terms and conditions stated in the Listing, Listing Subscriber shall within three (3) Days (or four (4) Days when a legal holiday falls adjacent to a weekend) change the Listing to an off market status (other than SOLD). For the purposes of this section, an "off market" status shall be any status except Active, Under Contract-Backups (UCB), or Contract Contingent on Buyer Sale (CCBS).

## 11. PROHIBITIONS.

11.1. **INFORMATION FOR SUBSCRIBERS ONLY.** Except as expressly permitted by Section 20, any Listing FWA shall not be made available to any individual, broker or firm not a MLS Subscriber without prior consent of the Listing Participant, except pursuant to a subpoena or specific action of the ARMLS Board of Directors.

11.2. **"FOR SALE" SIGNS.** Only the "For Sale" signs of the Listing Participant may be placed on the property, unless agreed to by the Listing Participant.

- 11.3. **"SOLD" SIGNS.** Prior to closing, only the "Sold" sign of the Listing Participant may be placed on the property, unless the Listing Participant authorizes the Cooperating Participant to post such a sign.
- 11.4. **SOLICITATION OF LISTINGS FILED WITH ARMLS.** Subscribers shall not solicit a Listing of a property that is FWA unless such solicitation is consistent with Article 16 of the NAR Code of Ethics or Section 7.5 of these Rules.
- 11.5. **LANGUAGE AND INFORMATION IN A LISTING FWA.** The Policies that govern the information and language that can be contained in a Listing that is FWA are found in the ARMLS Inappropriate Language Policy. A copy of this Policy can be found on the ARMLS website (ARMLS.com).
- 11.6. **INFORMATION IN PUBLIC REMARKS.** Information in the Public Remarks field in the Listing shall be limited to information describing the physical traits of the listed property, its location, and the transaction preferences for the listed property. Specific prohibitions for inclusion in the Public Remarks field are further described in the Inappropriate Language Policy.
- 11.7. **USE OF INFORMATION FIELDS.** Subscribers may only enter in any field on the Profile Sheet the information required or reasonably contemplated by such field.
- 11.8. **PROPERTY AND COMMUNITY ACCESS CODE DISPLAY.** Subscribers shall not display, nor link to a display, any access code for a property or community in any field other than the specific code fields designated in the listing.

## 12. DIVISION OF COMMISSIONS.

- 12.1. **COOPERATIVE COMPENSATION SPECIFIED ON EACH LISTING.** The Listing Participant shall specify, on each Listing that is FWA, the compensation being offered to Participants for their services in the sale/lease of such Listing. The compensation amount shall be either a percentage of the gross selling/lease price or a definite dollar (non-zero) amount. Compensation amounts that are not based on the gross sales/lease price (e. g., compensation is based on the base price of a new home) must be shown as a fixed dollar (non-zero) amount. ARMLS shall not accept or publish any Listing that does not include an offer of compensation, nor shall ARMLS include general invitations by Listing Participants to Subscribers to discuss the terms and conditions of possible cooperative relationships.

Such offers of compensation are unconditional except that entitlement to compensation is determined by the Cooperating Participant's performance as the procuring cause of a successful transaction. The Listing Participant's obligation to compensate any Cooperating Participant as the procuring cause of a successful transaction may be excused if it is determined through arbitration that, through no fault of the Listing Participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the Listing Participant to collect a commission pursuant to the Listing



agreement. For the purposes of this section, a “successful transaction” means a sale that closes or a lease that is executed. In such instances, entitlement to cooperative compensation offered through the 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 Participant to collect some or all of the commission established in the Listing agreement; at what point in the transaction the Listing Participant knew (or should have known) that some or all of the commission established in the Listing agreement might not be paid; and how promptly the Listing Participant communicated to Cooperating Participants that the commission established in the Listing agreement might not be paid.

This shall not preclude the Listing Participant from offering any Participant compensation other than the compensation indicated on his/her Listings as published by ARMLS provided the Listing Participant informs the such Participant in writing before the Participant submits an offer to purchase and provided that the modification in the specified compensation is not the result of any agreement among all or with any other Subscribers. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

Neither ARMLS nor the Associations shall have a rule requiring the Listing Participant to disclose the total negotiated commission as stated in the Listing agreement. ARMLS shall not publish or disclose in any manner the total negotiated commission on any Listing that is FWA. Neither ARMLS nor the Associations shall make any rule on the division of commissions between Participants and non-participants. This is solely the responsibility of the Listing Participant.

The Listing Participant may, from time to time, adjust the compensation being offered to Participants for their services with respect to any Listing by changing the offer of compensation in the Listing. However, notwithstanding the foregoing, the offer of compensation published in the Listing and the ARMLS Compilation at the time a written contract offer is presented shall be the compensation applicable to that transaction.

Neither the buyer nor the seller of a property is a participant in the multiple listing service. Therefore, it is inappropriate for either buyer or seller to offer compensation to any party through the multiple listing service. The Listing Participant shall not include in the Listing any offer of compensation that is not made directly by the Listing Participant to cooperating Participants.

- 12.2. **DUAL OR VARIABLE RATE COMMISSIONS.** The existence of a dual or variable rate commission arrangement (i.e. one in which the owner agrees to pay a specified commission if the property is sold/leased by the Listing Subscriber without assistance and a different commission if the sale/lease

results through the efforts of a Cooperating Subscriber; or one in which the owner agrees to pay a specified commission if the property is sold/leased by the Listing Subscriber either with or without the assistance of a Cooperating Subscriber and a different commission if the sale/lease results through the efforts of the owner) shall be disclosed by the Listing Subscriber in a manner specified by ARMLS. The Listing Subscriber shall, in response to inquiries from potential Cooperating Subscribers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the owner. If the Cooperating Subscriber is a buyer/tenant representative, the Cooperating Subscriber must disclose such information to his or her client before the client makes an offer to purchase or lease.

12.3. **SUBSCRIBER AS PRINCIPAL.** If a Subscriber has any ownership interest in a property that is FWA, that Subscriber shall disclose the ownership interest by selecting "Owner/Agent" in the Features section of the Profile Sheet when the Listing is FWA so such information will be disseminated to all Subscribers.

12.4. **SUBSCRIBER AS PURCHASER.** If a Subscriber wishes to acquire an interest in a property that is listed with another Subscriber, such contemplated interest shall be disclosed in writing to the Listing Subscriber not later than the time an offer to purchase is submitted to the Listing Subscriber.

13. **LOCKBOX AND/OR ACCESS SYSTEMS.** The provisions of this Section 13 shall apply equally to all Lockboxes used by Subscribers, whether procured from the current electronic lockbox service provider or from an alternate source, and whether electronic or mechanical in operation.

13.1. **AUTHORIZATION TO USE A LOCKBOX.** A Lockbox may not be placed on a property that is FWA without the written permission of the property owner.

A listing Subscriber may use another Subscriber's Lockbox to place on a property that is FWA so long as the lockbox owner has granted permission. However, the lockbox owner is ultimately responsible for the Lockbox and must comply with all rules in sections 13.

13.2. **REMOVING KEYS FROM THE LISTED PROPERTY.** Only the owner of the Lockbox may remove the keys from a listed property unless the Lockbox owner grants permission to another Subscriber to do so. If the Lockbox placed on a property is borrowed from another Subscriber the authorized Listing Subscriber may grant permission to another Subscriber to remove the keys from the listed property.

13.3. **LOCKBOX KEYS.** When a Lockbox key is assigned to a Subscriber or Affiliate, that key is for the Subscriber's or Affiliate's own use. A Subscriber or Affiliate is not permitted to allow any other person to use his/her assigned key, nor shall a Subscriber or Affiliate use another Subscriber's or Affiliate's key. In addition, the personal identification number that is required to operate the key is not to be disclosed to any other person and is not to be written on the key or written on any paper or document that is stored with or near the

key. Furthermore, a Lockbox Key may only be used to the extent of its assigned privilege authorized by the Subscriber's or Affiliate's Association.

- 13.4. **USE OF LOCKBOX ACCESS.** A Subscriber may use a Lockbox to retrieve the listing key to gain access to a property only with the consent of the Listing Subscriber pursuant to Section 10.1 and only for the purpose of viewing or showing the property with the goal of producing a prospective purchaser or purchaser for the property. Subscribers and Affiliates must obtain the prior consent of the Listing Subscriber for any other use of Lockbox access including without limitation in connection with an appraisal, a home inspection, or production of a virtual tour.

Furthermore, lockbox code(s) will not be disclosed to anyone who is not an ARMLS Subscriber without the Listing Subscriber's written permission.

- 13.5. **TIMELY REMOVAL OF LOCKBOX.** A Lockbox must be removed from the property within two (2) Days after the date that the Listing status is changed to sold, leased, cancelled, or expired.
- 13.6. **REMOVAL OF LOCKBOX BY UNAUTHORIZED INDIVIDUALS.** Only the owner of the Lockbox may remove the Lockbox from a property, unless the Lockbox owner provides authorization for another person to do so. ARMLS, or its designee, shall have the right to remove a Lockbox from a property that is not in compliance with the Rules.
- 13.7. **FAILURE TO COMPLY WITH THE KEYHOLDER AGREEMENT OR THIS SECTION 13.** Any violation by a Subscriber or Affiliate of that Subscriber's or Affiliate's Keyholder Agreement also shall be deemed as a violation by that Subscriber or Affiliate of the requirements of this Section 13. The BOD reserves the right to review such violations on a case by case basis and such violations may require special consideration and action by the BOD in addition to any other penalties for such violations already mandated in the ARMLS Penalty Policy.
- 13.8. **EQUAL APPLICATION.** All provisions of this Section 13 apply equally to Lockboxes and to any other method that allows access to the property, including Lockboxes provided by sources other than the ARMLS electronic Lockbox service provider.

14. **COMPLIANCE WITH RULES – AUTHORITY TO IMPOSE DISCIPLINE.** By becoming and remaining a Participant or Subscriber, each Participant and Subscriber agrees to be subject to these Rules and any other ARMLS governance provisions. ARMLS may, through the administrative and hearing procedures established in these Rules, impose discipline for violations of these Rules and/or any other ARMLS 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 Participant or Subscriber can reasonably attend taking into consideration cost, location, and duration
- (d) required attendance to a hearing after reaching three (3) violations within a calendar year each at a \$200 fine or more, the Subscriber's Participant must attend the Subscriber's hearing
- (e) a fine not to exceed \$15,000
- (f) probation for a stated period of time not less than thirty (30) Days or more than one (1) year
- (g) suspension of MLS rights, privileges, and services for not less than thirty (30) Days or more than one (1) year
- (h) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

14.1. **ARMLS FEES AND CHARGES.** The BOD is responsible for establishing fees and charges for services that are provided by ARMLS. The BOD is also responsible for establishing fines or other penalties that shall be imposed for violations of these Rules. The schedule of fines shall be adopted as Policy and may be amended from time to time as approved by the BOD. Fees and fines shall be published on the ARMLS website and in such other forms as the BOD may direct.

14.2. **PENALTIES FOR VIOLATIONS OF THESE RULES.** The Policies that govern the application of fines or penalties for violation of these rules are contained in the ARMLS Penalty Policy. A copy of this Policy can be found on the ARMLS website (ARMLS.com). If two or more violations exist with respect to a single Listing and these violations are identified at the same time, the violations shall be noticed and handled together and the provisions applicable to the more severe violation shall prevail.

## 15. COMPLIANCE WITH RULES.

15.1. **COMPLIANCE WITH RULES.** The following actions may be taken by ARMLS or the Subscriber's Association for failure to comply with these Rules:

- (a) For failure to pay any service charge, fine or fee on or before the specified date due, and provided that said failure continues thereafter for at least ten (10) Days after notice has been given, the Subscriber's MLS service may be suspended until all service charges, fees and fines are paid in full and any identified errors are corrected.
- (b) For failure to comply with any other rule, the provisions of Sections 14 and 17 of these Rules shall apply.

15.2. **APPLICABILITY OF RULES TO SUBSCRIBERS.** Non-principal brokers, sales persons, Appraisers, and others authorized as Subscribers hereunder to access the ARMLS Compilation are subject to these Rules and may be disciplined for violations thereof provided that each such applicable

Subscriber has executed, either by signature or by electronic means, an agreement acknowledging that access to and use of the MLS is contingent on compliance with the Rules. This provision does not eliminate the Participant's ultimate responsibility and accountability for Subscribers who are affiliated with the Participant.

## 16. NOTICES.

- 16.1. Notices of violations and applicable fines associated with those violations shall be delivered according to the procedures defined in the ARMLS Penalty Policy, as adopted by the BOD and amended from time to time. Any notices required or permitted by these Rules to be sent by ARMLS may be sent by either of the following two methods.
  - 16.1.1. By e-mail to either the e-mail address on file in the ARMLS Roster Database or via internal e-mail delivery through the MLS system. Electronic messages are instantaneous. Therefore, Notice shall be deemed to have been constructively delivered at the time the e-mail message is sent to the recipient.
  - 16.1.2. By U.S. Postal Service ("USPS") mail to a postal address on file for a Subscriber or Participant at the postal address shown for the Participant's office in the ARMLS Roster Database. Notice shall be deemed to have been constructively delivered two (2) USPS Service Days after being deposited in the USPS system for delivery.
- 16.2. Subscribers shall be responsible for maintaining current contact information, including mailing and e-mail addresses, with ARMLS and with their Associations.

**17. CONSIDERATION OF ALLEGED VIOLATIONS.** The ARMLS Data Integrity Department is responsible for investigating all complaints alleging a violation of these Rules. ARMLS may, at its discretion, require complaints to be submitted in writing or by electronic means, including but not limited to email or an electronic notification system built within the MLS system.

- 17.1. **VIOLATION OF RULES.** If the alleged offense is a violation of the ARMLS Rules and does not involve a charge of alleged violation of one or more of the provisions of Sections 7.5 (Standards of Conduct) of these Rules or a request for arbitration, ARMLS shall consider the alleged violation pursuant to the procedures set forth in Section 14 hereof. If a violation is determined by the ARMLS staff, the staff shall direct imposition of sanction(s) according to the ARMLS Penalty Policy as published at the time of the violation, provided that the recipient of such sanction(s) may appeal such determinations to the ARMLS Appeals Committee and subsequently to the BOD in accordance with these Rules. Alleged violations of Sections 7.5 (Standards of Conduct) of the Rules shall be referred to the Association from which the Subscriber receives MLS services. The process for appeal shall be defined in the ARMLS Penalty Policy.

**17.2. COMPLAINTS OF UNETHICAL CONDUCT AND ARBITRATION**

**REQUESTS.** ARMLS may refer complaints of unethical conduct and requests for arbitration to the Association from which the Subscriber receives MLS service.

**18. CONFIDENTIALITY OF ARMLS INFORMATION.** Except as expressly permitted by Section 20, all MLS information and other information provided by ARMLS to the Subscribers shall be considered official information of ARMLS. Such information shall be considered confidential and is for the exclusive use of the Subscribers as defined in these Rules and ARMLS' Policies. (For similar provisions, please see Sections 7.2, 11.1 and 20.1.)

**18.1. ARMLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION.**

Neither ARMLS nor the Associations verify the information that is provided by the Subscribers and both ARMLS and the Associations disclaim any responsibility for its accuracy. Each Subscriber, and such Subscriber's Participant, agrees to hold ARMLS and the Associations harmless against any liability arising from any inaccuracy or inadequacy of the information that such Subscriber provides.

**18.2. ACCESS TO COMPARABLE AND STATISTICAL INFORMATION.**

Subscribers who are actively engaged in real estate brokerage, management, appraising, land development, or construction, but who do not participate in MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current (active) listing information that is generated wholly or in part by ARMLS including "comparable" information, "sold" information and statistical reports. This information is provided for the exclusive use of Association members and individuals affiliated with these members who are also engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules.

**19. OWNERSHIP OF ARMLS COMPILATIONS AND COPYRIGHTS.** By the act of submitting any property Listing content to the MLS, the Participant represents that and warrants he or she is fully authorized to license the property Listing content as contemplated by and in compliance with this section and these rules, and also thereby does grant ARMLS license to include the property Listing content in its copyrighted ARMLS Compilation and also in any statistical report. 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 the listed property. All rights, title, and interest in each copy of the ARMLS Compilation created and copyrighted by ARMLS, and in the copyrights therein, shall at all times remain vested in ARMLS.

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



## 20. USE OF COPYRIGHTED ARMLS COMPILATIONS.

- 20.1. **DISTRIBUTION.** Except as provided in this Section 20, Subscribers shall not provide copies of or access to the ARMLS Compilation to persons other than Subscribers, real estate licensees affiliated with such Subscribers or those Subscribers who are 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 ARMLS is strictly limited to the activities authorized under a Subscriber's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey access to or the right to use the ARMLS Compilation under any circumstances where access to such information would be prohibited by law.

- 20.2. **DISPLAY.** Subscribers shall be permitted to display information contained in the ARMLS Compilation to prospective purchasers only in conjunction with such Subscriber's ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in the ARMLS Compilation.

- 20.3. **REPRODUCTION.** Participants or their affiliated licensees shall not reproduce any ARMLS Compilation or any portion thereof except in the following limited circumstances:

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

Reproductions made in accordance with this Section 20.3 shall be prepared in such a fashion that the property listing data of properties other than those in which the Participants or their affiliated licensees has expressed an interest, or in which the Participants or their affiliated licensees is seeking to promote interest, do not appear on such reproduction.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property data profile sheets or other compilations of data pertaining exclusively to properties currently listed for sale with the Participant.

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

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 property for a particular clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information deemed confidential may not be reproduced as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules.

## **21. USE OF ARMLS INFORMATION.**

- 21.1. Use of information from the ARMLS Compilation, from ARMLS "Statistical Reports" or from any "sold" or "comparable" report of ARMLS for public mass-media advertising by a Subscriber or in other public representations is not prohibited. However, any advertisement, whether in print or not, or other forms of public representations based in whole or in part on information supplied by ARMLS must clearly demonstrate the period of time over which such advertisement or representations are based and must include the following Notice:

"Based on information from the Arizona Regional Multiple Listing Service for the period (date) through (date)."

Non-print forms of advertising or representation, including radio and television advertising, must include the following, or substantially similar, disclaimer:

"Based on information from the Arizona Regional Multiple Listing Service for the period (date) through (date)."

- 21.2. A Participant may disclose to any person with whom the Participant has a client-broker or fiduciary relationship any of the following information:

- (a) The compensation offered to other MLS Participants.

Further, a Participant may not disclose to any person any of the following information:

- (a) The seller's and occupant's phone number(s) or e-mail address(es),
- (b) Instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property.

**22. RULES CHANGES.** Amendments to these Rules shall be by consideration and approval of the BOD in accordance with the provisions of the ARMLS Governing Documents. These Rules may not be altered, amended, or repealed and new Rules may not be adopted, except in accordance with the procedures set forth in the ARMLS Governing Documents.

Amendments to these Rules shall become effective at such future date as the BOD may designate, but no sooner than ten (10) Days after their approval in accordance with the ARMLS Governing Documents. ARMLS will send each Association written notification of approved changes to these Rules.

## **INTERNET DATA EXCHANGE (IDX) RULES**

**23. IDX PROGRAM DEFINED.** IDX affords ARMLS Participants the ability to authorize limited electronic display and delivery of their listings by other Participants via the following authorized mediums under the Participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listing.

**23.1. AUTHORIZATION.** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies ARMLS that the Participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated ARMLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings through IDX, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution.

**23.2. PARTICIPATION IN IDX.** Participation in IDX is available to all ARMLS Participants engaged in real estate brokerage who consent to display of their listings by other Participants.

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

**23.2.2.** ARMLS Participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require Participants to prevent indexing of IDX listings by recognized search engines.

**23.2.3.** Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.

- 23.2.4. Participants may select the listings they choose to display through IDX 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., single-family detached, multi-family) or type of listing (e.g., exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each Participant.
- 23.2.5. Participants must refresh all ARMLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours.
- 23.2.6. Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of ARMLS database available to any person or entity.
- 23.2.7. Any IDX display controlled by a Participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify and update information as required by the IDX policy and ARMLS rules.
- 23.2.8. Any IDX display controlled by a Participant or subscriber that:
- (a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
  - (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,
- either or both of those features shall be disabled or discontinued for the seller’s listings at the request of the seller. The listing broker or agent shall communicate to ARMLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by Participants. Except for the foregoing and subject to Section 23.2.9, a Participant’s IDX display may communicate the Participant’s professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.
- 23.2.9. Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Participant beyond that supplied by ARMLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

- 23.2.10. A Participant (or where permitted locally, an ARMLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and ARMLS Participant (or ARMLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display.
- 23.2.11. Participants shall not modify or manipulate information relating to other Participants' listings. Participants may augment their IDX display of ARMLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by ARMLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of ARMLS data display or display of fewer than all of the available listings or fewer authorized fields.
- 23.2.12. All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing Participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.
- 23.2.13. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device’s application.
- 23.3. **DISPLAY.** Display of listing information pursuant to IDX is subject to the following rules:
- 23.3.1. Listings displayed pursuant to IDX shall contain only those fields of data designated by ARMLS. Display of all other fields (as determined by ARMLS) is prohibited. Confidential fields intended only for other ARMLS Participants and users (e.g., showing instructions and property security information) may not be displayed.
- 23.3.1.1. The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.
- 23.3.2. Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant’s consent and control and the requirements of state law and/or regulation.
- 23.3.3. All listings displayed pursuant to IDX shall show ARMLS as the source of the information.

23.3.4. Participants (and their affiliated licensees, if applicable) shall indicate on their websites “All information should be verified by the recipient and none is guaranteed as accurate by ARMLS”.

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

23.3.5. Display of expired, and cancelled listings is prohibited.

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

23.3.7. The Participant’s brokerage name must be visible on the front page of the online display and each subsequent page of the online display, without the necessity of scrolling down, regardless of the screen size of the display.

23.3.8. When advertising a “team” name it must be clear that the team is a part of the Participant’s brokerage. For example, placing “The (Team Name) Team” at the top of the page in large letters with a much smaller brokerage symbol somewhere below is not sufficient.

23.3.9. The Participant’s brokerage name must be spelled out in its entirety. For example, if an employing broker’s legal or dba name on a license includes “Southeast Valley,” that is what must appear in the online display; simply saying “SE” is not sufficient.

23.3.10. If the brokerage is an office of a franchise, the office must be identified; simply displaying the franchise name alone is not sufficient.

23.4. **SERVICE FEES AND CHARGES.** Service fees and charges for participation in IDX shall be as established by the Board of Directors.

23.5. **PENALTIES.** Penalties due to violations of this Section 23 shall be subject only to the terms and conditions of the Content License Agreement between the Participant or Subscriber and ARMLS. For clarity, the ARMLS Penalty Policy does not apply to violations of Section 23.