RULES AND REGULATIONS OF THE MULTIPLE LISTING SERVICE OF HICENTRAL MLS, LTD.

~~July 19, 2013~~ October 1, 2015

IN THE EVENT OF ANY SITUATION NOT COVERED BY THE RULES AND REGULATIONS OF THE MULTIPLE LISTING SERVICE (HEREIN CALLED THE "MLS"), THE CURRENT STATEMENTS OF THE NATIONAL ASSOCIATION OF REALTORS®' "HANDBOOK ON MULTIPLE LISTING POLICY" SHALL APPLY.

THE RULES & REGULATIONS IN THEIR ENTIRETY ARE AS FOLLOWS:

1. LISTING PROCEDURES

Section 1 LISTING PROCEDURES: Listings by a licensed real estate broker Participant of real or personal property of the following types, located within the primary market area or territorial jurisdiction of HiCentral MLS, Ltd., shall be submitted to the MLS as "Active" within four (4) calendar days after the listing agreement has been fully executed.

(a) Single-family homes for sale or exchange.
(b) Condominium units, townhouses, or any other individual dwelling units in a multi-unit structure or planned unit development for sale or exchange.
(c) Vacant lots and acreages for sale or exchange.
(d) Two-family, three-family and four-family residential buildings for sale or exchange.

Submission of listings to the MLS for the following property types are highly recommended but not required:

(a) Commercial or Industrial real estate for sale, lease or exchange
(b) Businesses for sale
(c) Rentals
~~(d) Foreclosures~~

Note 1: The MLS shall not require a Participant to submit listings taken on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the MLS, although use of a "Property Data Form" may be required as approved by the MLS. However, the MLS, through its legal counsel:

(a) May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants.

(b) Assures that no listing form submitted to the MLS establishes, directly or indirectly, any contractual relationship between the MLS and the client (buyer or seller).

The MLS, shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the MLS acting as subagents, buyer's agents, or both.

The listing agreement must include the seller's authorization to submit the agreement to the MLS.

The different types of listing agreements include:

(a) exclusive right to sell
(b) exclusive agency
(c) open
(d) net

The MLS may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the intrinsic nature of an open listing is such as to usually not include the authority to cooperate with and compensate other brokers and inherently provides a disincentive for cooperation.

The exclusive right to sell listing is the conventional form of listing submitted to the MLS in that the seller authorizes the listing broker to cooperate with and to compensate other brokers.

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell listings with no named prospect exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell listings with prospect reservations.

Note 2: The MLS does not regulate the type of listings its Participants may take. This does not mean that a MLS must accept every type of listing. The MLS shall decline to accept open listings (except where acceptance is required by law) and net listings and it may limit its service to listings of certain kinds of property. But if it chooses to limit the kind of listings it will accept, it shall leave its Participants free to accept such listings to be handled outside the MLS.

Note 3: A multiple listing service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the MLS compilation of current listings.

Section 1.1 TYPES OF PROPERTIES: The following are some of the types of properties that may be published through the MLS, including types described in the succeeding paragraph that are required to be submitted to the MLS and other types that may be submitted to the MLS at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker:

1. Residential
2. Condo/Co-op Townhouse
3. Condo/Co-op/Townhouse Master (Board/Vendor Use)
4. Vacant Land
5. Commercial/Industrial
6. Multi Family/Income
7. Business Opportunity
8. Rentals
~~9. Foreclosures~~

Notwithstanding anything herein to the contrary, a listing may be published through the MLS under multiple property types until the property is sold, provided Participant complies with all other provisions of these Rules and Regulations. Further, MLS does not make any representations or warranties concerning the correctness or accuracy of any listing classification or classifications.

Section 1.1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE MLS: Any listing taken on a contract to be submitted to the MLS (after all necessary signatures of the seller(s) have been obtained) is subject to the Rules and Regulations of the MLS.

Section 1.2 DETAIL ON LISTINGS SUBMITTED TO THE MLS: A listing agreement or Property Data Form, when submitted to the MLS by the listing broker shall be complete in every detail which is ascertainable as specified on the Property Data Form.

Section 1.2.1 LIMITED SERVICE LISTINGS: Listing agreements under which the listing broker will not provide one, or more, of the following services:

(a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);

(b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);

(c) advise the seller(s) as to the merits of offers to purchase;

(d) assist the seller(s) in developing, communicating, or presenting counter-offers; or

(e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property

will be identified as a Limited Service Listing ~~in Agent Remarks~~ in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.2 MLS ENTRY-ONLY LISTINGS: Listing agreements under which the listing broker will not provide any of the following services:

(a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);

(b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);

(c) advise the seller(s) as to the merits of offers to purchase;

(d) assist the seller(s) in developing, communicating, or presenting counter-offers; or

(e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property

will be identified as a MLS Entry-only Listing ~~in Agent Remarks~~ in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.3 EXEMPTED LISTINGS: If the seller refuses to permit the listing to be disseminated by the MLS, the listing broker may then take the listing ("office exclusive") and such listing shall be submitted to the MLS but not disseminated to the Participants. Submission of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the MLS. Listing and seller's certification shall be submitted to the MLS within four (4) calendar days after the listing agreement is fully executed.

> **Note:** If the listing and seller's certification is not timely submitted to the MLS within the time frame specified above, then a fine may be imposed on the listing broker and his MLS account shall be charged accordingly. This fine shall be due and payable along with all other charges for that billing period and subject to any interest accrued for late payment. Such fine will be consistent with fines imposed for violations in Section 1.4.

Section 1.4 CHANGE OF PRICE OR STATUS OF LISTINGS: Any change in listed price~~, expiration date,~~ or the status of the original listing agreement shall be submitted to the MLS in accordance with the following:

Active to Active Continue to Show	Within fifteen (15) days from date of accepted purchase contract.
Active to Pending	Within fifteen (15) days from date of accepted purchase contract.
Active Continue to Show to Pending	No specified time frame.

Sold	Within four (4) days from date of recordation.
Withdrawn	Within four (4) days from signed authorized form.
Price Change	Within four (4) days from signed authorized form.

In the case a listing has been published through the MLS under multiple property types as permitted under Section 1.1, this Section 1.4 concerning any change of price or status of such listing shall apply to all multiple property types until the property is sold.

Sold status shall be reported under one property type only. All other multiple property types must be withdrawn within four (4) days from date of recordation.

Note: If the listing is not timely submitted to the MLS, or if the MLS does not receive notice of authorized changes in the status of the listing agreement within the time frame specified above, then a fine may be imposed on the listing broker and his MLS account shall be charged accordingly. This fine shall be due and payable along with all other charges for that billing period and subject to any interest accrued for late payment.

Section 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: Listings of property may be withdrawn from the MLS by the listing broker before the expiration date of the listing agreement, provided notice is filed with the MLS, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

Sellers do not have the unilateral right to require the MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the MLS may remove the listing at the request of the seller.

Section 1.5.1 WITHDRAWN LISTINGS: If a listing broker re-submits a listing within fourteen (14) calendar days from the date that a listing on the same property was duly "Withdrawn", the listing shall be identified with the same MLS number of the "Withdrawn" listing.

Section 1.6 TYPES OF STATUS OF LISTINGS: The following are the types of status of listings published in On-line and MLS publications, but are not limited to these statuses:

(1) Active - currently listed for sale
(2) Active Continue to Show (Contingent) – under contract with contingencies. Listing is available for showing and back-up offers are being accepted
(3) Pending - under contract, property NOT available for showing, back-up offers are not being accepted.
(4) Expired - not active, pending, contingent or sold
(5) Temporarily Withdrawn – temporarily off market as authorized by seller
(6)(~~5~~) Withdrawn - listing withdrawn as authorized by seller prior to original end date
(7)(~~6~~) Sold - sale closed

Section 1.6.1 ACTIVE CONTINUE TO SHOW (Contingent): These listings will be identified as "C". A listing which is identified as "C" has an accepted contract, but the sale is contingent on the buyer and/or seller meeting prescribed conditions within certain time periods. The seller and the listing broker seek to obtain back-up offers and the property is available for showings.

Note: Special conditions which affect the showing of property, contents of offers, requirements of the seller, etc., are to be identified as "Special Conditions" and not "Contingencies." Listing brokers shall identify all such special conditions in Property Data Form submissions as guidance to other Participants and prospective buyers. Examples of Special Conditions include, but are not limited to:

(a) Seller wishes to preserve privacy and/or confidentiality by not allowing signs or advertising, or withholding certain information.
(b) Listing broker to be present at all showings.

(c) Unusual financing requirements, showing procedures, condition disclosure information.
(d) Seller reserves right to sell the property himself, or will not pay commission if property is sold to named persons.

Section 1.7 TYPE OF LISTING AND LISTING PRICE SPECIFIED: The type of listing and full gross listing price stated in the listing agreement and on the Property Data Form will be included in the information published in the MLS compilation of current listings, unless the property is subject to auction.

Section 1.8 LISTINGS OF ORIGINAL OR INITIAL SALES OF DEVELOPMENTS: All properties which are to be sold or which may be sold separately must be indicated individually in the listing and on the Property Data Form. When a listed property has been sold, proper notification shall be given to the MLS.

Section 1.9 NO CONTROL OF COMMISSION RATES OR FEES CHARGED BY PARTICIPANTS: The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for service to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and non-participants.

Section 1.10 EXPIRATION, EXTENSION, AND RENEWAL OF LISTING AGREEMENT: Any listing submitted to the MLS automatically expires on the date specified in the listing agreement unless renewed by the listing broker and notice of renewal or extension is submitted to the MLS prior to expiration. If notice of renewal or extension is dated after the expiration date of the original listing agreement, then a new listing agreement must be secured for the listing to be submitted to the MLS. It would then be published as a new listing. Any extension or renewal of a listing agreement must be submitted to the MLS after all necessary signatures of seller(s) have been obtained.

Section 1.11 TERMINATION DATES ON LISTINGS: ~~Listing agreements submitted to~~ Listings filed with the MLS shall bear a definite and final termination date as negotiated between the listing broker and the seller ~~unless otherwise provided by law~~.

Section 1.12 ~~MARKET AREA~~ JURISDICTION: The ~~market area~~ jurisdiction of the MLS is the State of Hawaii. The primary ~~market area~~ jurisdiction is the ~~island of Oahu~~ State of Hawaii. ~~The secondary market area is the balance of the State.~~ All listings of the designated types of property located within the primary ~~market area~~ jurisdiction of the MLS are required to be submitted by the Participant to the MLS. Listings of property located outside the MLS's primary ~~market area~~ jurisdiction will be accepted by the MLS if submitted voluntarily by a Participant, but cannot be required by the MLS.

Section 1.13 RECIPROCAL LISTINGS: All listings of the designated types of property which are located in the secondary ~~market area~~ jurisdiction may voluntarily be submitted to the MLS under which territorial jurisdiction the listing falls. By submitting a listing to the MLS of a Reciprocating Board (defined as any Board in Hawaii other than a Participant's Primary Board that is party to the Multiple Listing Service Reciprocal Agreement), a Participant agrees to be bound by the Reciprocating Board's MLS Rules and Regulations. A Participant understands that failure to pay all fees/fines at a Reciprocating Board in accordance with the Reciprocating Board's Rules and Regulations may result in suspension of all MLS services at the Participant's Primary Board and reciprocal MLS service from any Reciprocating Board until all fees are paid.

Section 1.14 CO-BROKERAGE: Where two or more Participants co-list a property, the Property Data Form shall be submitted only by the lead Participant.

Section 1.15 LISTINGS OF SUSPENDED PARTICIPANT: If a Participant has been suspended from the MLS or the Honolulu Board of REALTORS® or any other Board for failure to pay appropriate dues, fees or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the suspended Participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his clients. When a Participant is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Board Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently submitted to the MLS by the suspended Participant shall, at the Participant's option, be retained in the MLS until sold, withdrawn, or expired and shall not be renewed or extended by the MLS beyond the termination of the listing agreement in effect when the suspension becomes effective.

Section 1.16 LISTINGS OF EXPELLED PARTICIPANT: If a Participant has been expelled from the MLS or the Honolulu Board of REALTORS® or any other Board for failure to pay appropriate dues, fees or charges, the MLS is not obligated to provide MLS services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the MLS, the expelled Participant should be advised in writing of the intended removal so that the expelled Participant may advise his clients. When a Participant is expelled from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Board Bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently submitted to the MLS shall, at the Participant's option, be retained in the MLS until sold, withdrawn, or expired, and shall not be renewed or extended by MLS beyond the termination of the listing agreement in effect when the expulsion became effective.

Section 1.17 LISTINGS OF RESIGNED PARTICIPANT: When a Participant resigns from the MLS, or the Honolulu Board of REALTORS® or any other Board, the MLS is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

Section 1.18 SUBMISSION OF MEDIA (Images, Virtual Tours, Videos, Hyperlinks, URLs, and Documents): All media files and hyperlinks/URLs submitted to the MLS shall contain or link to information pertinent to the listed property only and shall comply with the requirements below. Media previously submitted by a Participant may not be used by other Participants on subsequent listings without written authorization from the copyright owner (The copyright owner is the creator of the original work unless there is a written agreement by which the creator assigns the copyright to another person).

Participant represents and warrants that any media, including photographs, floor plans, documents or other information pertaining to listed properties that are included in the listing information for which Participant is the designated broker, is included in the MLS System with the written consent of the media's copyright owner (e.g., previous Participant/Subscriber, homeowner, photographer, builder, architect, etc.).

Section 1.18.1 DIGITAL IMAGES (Pictures): Digital images and photo description text shall not contain legible contact information such as names, company names, logos, phone numbers, email addresses, web site addresses, agent photographs, logos or promotion for a closing service provider or any other peripheral service, including the use of embedded, overlayed, or digitally stamped information. Remarks related to the transaction such as available financing, cash back at closing, bonuses, upgrade incentives, upgrade allowances, repair and decorating allowances, etc. shall not be entered in the photo description.

Section 1.18.2 VIRTUAL TOUR AND VIDEO HYPERLINKS (URLs): Virtual tours and videos submitted to the MLS shall comply with the following guidelines:

(a) The primary focus of the tour or video shall be of the subject property.

(b) Hyperlinks/URLs on the virtual tour or video shall link only to web pages that provide description of the listed property and shall not contain any contact information such as names, company names, logos, phone numbers, email addresses, web site addresses, agent photographs, logos or promotion for a closing service provider or any other peripheral service.

(c) The tour or video must be hosted on an Internet accessible server from which a MLS Participant can retrieve the tour or video by selecting that tour or video's hyperlink/URL.

(d) The tour or video or any accompanied audio descriptions shall not include any contact information such as names, company names, logos, phone numbers, email addresses, web site addresses, agent photographs, logos or promotion for a closing service provider or any other peripheral service.

(e) By submitting the tour or video, Participants are representing to the MLS that the Participant has permission to allow the display of the tour or video in the MLS and that the MLS in turn

has permission to redistribute the tour or video hyperlink/URL as a part of the MLS compilation.

Section 1.18.3 DIGITAL DOCUMENTS (PDF and TXT files): Digital documents submitted to the MLS shall comply with the following guidelines:

(i) The primary focus of the PDF document shall be of the subject property.

(ii) The PDF document shall not include any contact information such as names, company names, logos, phone numbers, email addresses, web site addresses, agent photographs, logos or promotion for a closing service provider or any other peripheral service.

(iii) Hyperlinks/URLs that are embedded in the PDF shall link only to web pages that provide description of the listed property and shall not contain any contact information such as names, company names, logos, phone numbers, email addresses, web site addresses, agent photographs, logos or promotion for a closing service provider or any other peripheral service.

(iv) By submitting the PDF document, Participants are representing to the MLS that the Participant has permission to allow the display of the PDF in the MLS and that the MLS in turn has permission to redistribute the PDF document as a part of the MLS compilation.

II. SELLING PROCEDURES

Section 2 SHOWINGS AND NEGOTIATIONS: Appointments for showings and negotiations with the seller for the purchase of listed property submitted to the MLS shall be conducted through the listing broker except when:

(a) the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
(b) after reasonable effort, the cooperating broker cannot contact the listing broker or his representative. However, the listing broker, at his option, may preclude such direct negotiations by the cooperating broker.

Section 2.1 PRESENTATION OF OFFERS: The listing broker must make arrangements to present all offers as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

Section 2.2 SUBMISSION OF WRITTEN OFFERS AND COUNTER-OFFERS: The listing broker shall submit to the seller all written offers received until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

Section 2.3 RIGHT OF COOPERATING BROKER IN PRESENTATION OF OFFER: The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTER-OFFERS: The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the

purchaser or lessee (except where the cooperating broker is a subagent). However, if the purchaser or lessee gives written instruction to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 2.5 REPORTING STATUS CHANGES TO THE MLS: Status changes, including final closing of sales, shall be reported to the multiple listing service by the listing broker in accordance with Section 1.4. If negotiations were carried on under Section 2 (a) or (b) hereof, the cooperating broker shall report the status changes to the listing broker within 24 hours after occurrence and the listing broker shall report them to the MLS in accordance with Section 1.4.

> **Note:** The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker 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 broker the right to authorize dissemination of this information by the MLS to its Participants. *(Amended 11/01)*

Section 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES: The listing broker shall report to the MLS within four (4) calendar days that a contingency on file with the MLS has been fulfilled or renewed, or the agreement canceled.

Section 2.7 ADVERTISING OF LISTINGS SUBMITTED TO THE MLS: A listing shall not be advertised by any Participant, other than the listing broker, without the prior written consent of the listing broker or unless permitted by law. It is recommended that all advertisements include the MLS number (e.g. MLS# _____).

Section 2.8 REPORTING CANCELLATION OF UNDER CONTRACT SALE: The listing broker shall report within four (4) calendar days to the MLS the cancellation of any contingency or pending sale and the listing shall be reinstated immediately.

Section 2.9 DISCLOSING THE EXISTENCE OF OFFERS: Listing brokers in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. *(Amended 11/08)*

Section 2.10 AVAILABILITY OF LISTED PROPERTY: Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Section 2.11 LISTING BROKERS, SELLER'S, AND/OR OCCUPANT'S CONTACT INFORMATION: Listing brokers are prohibited from providing contact information, including but not limited to names, phone numbers, email addresses and web site addresses, and seller's and/or occupant's names, phone numbers, and email addresses within the body of listing remarks, photos, ~~or~~ virtual tours, videos, or digital documents that can be viewed, displayed or printed by the general public and as specified in Sections 1.18 - 1.18.3.

Section 2.12 REPORTING SOLD INFORMATION FOR PROPERTIES NOT LISTED IN THE MLS: An MLS Participant who is the buyer's representative for a "For Sale by Owner" transaction or the cooperating broker for a non-member listing should report the property data and sales information for comparable and statistical purposes.

An MLS Participant, who is the listing broker for an exempted listing, as defined in Section 1.3, shall report the property data and sales information for comparable and statistical purposes within four (4) calendar days of the recordation date.

Section 2.13 FREE FORM LISTING FIELDS: If a listing broker fails to correct inappropriate or prohibited data when notified by HiCentral MLS, Ltd. within four (4) calendar days, HiCentral MLS, Ltd. reserves the right to edit inappropriate or prohibited data found in Public Remarks, Directions, Agent Remarks or listing media.

III. REFUSAL TO SELL

Section 3 REFUSAL TO SELL: If the seller of any listed property submitted to the MLS refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the MLS and to all Participants.

IV. PROHIBITIONS

Section 4 INFORMATION FOR PARTICIPANTS ONLY: Any listing submitted to the MLS shall not be made available to any broker or firm not a member of the MLS without the prior consent of the listing broker.

Section 4.1 "FOR SALE" SIGNS: Only the "For Sale" sign of the listing broker may be placed on a property.

Section 4.2 "SOLD" SIGNS: Prior to closing, only ~~Only~~ the "Sold" sign of the listing broker may be placed on a property unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 4.3 SOLICITATION OF LISTING SUBMITTED TO THE MLS: Participants shall not solicit a listing on property submitted to the MLS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice and its Case Interpretations.

> **Note:** This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the MLS by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.
>
> Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through MLS filing of the date the listing will expire and desire to substitute themselves for the present broker.
>
> This section is also intended to encourage brokers to participate in the service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.
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> This Section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

Section 4.4 USE OF THE TERMS MLS AND MULTIPLE LISTING SERVICE

No MLS Participant, subscriber, or licensee affiliated with any Participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with Participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and subscribers. This does not prohibit Participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise. *(Adopted 11/07)*

V. DIVISION OF COMMISSIONS

Section 5 ~~COOPERATIVE~~ COMPENSATION SPECIFIED ON EACH LISTING: The listing broker shall specify, on each listing ~~submitted to~~ filed with the MLS, the compensation offered to other MLS Participants for their services in the sale of such listing. ~~Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale.~~ Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that,

through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through MLS would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

~~Note 1:~~ In ~~submitting~~ filing a property with the MLS ~~of HiCentral MLS, Ltd.~~, ~~authorized Participants of the MLS make~~ the Participant of the service is making blanket unilateral offers of ~~cooperation~~ compensation to other MLS Participants, and shall therefore specify on each ~~Property Data Form listed with the MLS~~ listing filed with the service, the compensation being offered ~~by the listing broker~~ to the other MLS Participants. Specifying the compensation on each listing is necessary because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.*

*The compensation specified on listings ~~submitted to~~ filed with the MLS shall appear in one of two forms. The essential and appropriate requirement by an MLS is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker in writing in advance of their ~~their producing~~ submitting an offer to purchase. The compensation specified on listings published by the MLS shall be shown in the following forms:

1. By showing a percentage of the gross selling price.
2. By showing a definite dollar amount.

Note: MLSs may also, as a matter of local discretion, allow Participants to offer cooperative compensation as a percentage of the net sales price, with the net sales price defined as the gross sales price minus buyer upgrades (new construction) and seller concessions (as defined by the MLS unless otherwise defined by state law or regulation). (Adopted 5/08)

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing broker from offering any MLS Participant compensation other than the compensation indicated on ~~his Property Data Form as~~ any listing published by the MLS provided the listing broker informs the other broker, in writing, in advance of ~~their producing~~ submitting an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or a flat dollar amount.

~~The MLS shall not include offers of cooperation that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount nor shall they include general invitations by listing brokers to other Participants to discuss terms and conditions of possible cooperative relationships.~~

Note 1: The MLS shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in the listing contract, and the MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The MLS shall not disclose in any way the total negotiated between the seller and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation being offered to other MLS Participants for their services with respect to any listing by advance published notice to the MLS so that all Participants will be advised.

Note 3: The MLS shall make no rule on the division of commissions between Participants and non-participants. This shall remain solely the responsibility of the listing broker.

Note 4: Multiple listing services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they ~~produce~~ submit an offer that ultimately results in a successful transaction.

Note 5: Nothing in these MLS rules precludes a listing Participant and a cooperating Participant~~s~~, as a matter of mutual agreement, from modifying the amount of cooperative compensation that will be paid in the event of a successful transaction.

Note 6: Multiple Listing Services must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers; where the sale price is insufficient to pay the total of all liens and costs of sale; and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Multiple Listing Services may, as a matter of local discretion, require Participants to disclose potential short sales when Participants know a transaction is a potential short sale. In any instance where a Participant discloses a potential short sale, they must also be permitted to communicate to other Participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating Participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to Participants and subscribers.

Section 5.0.1 DISCLOSING POTENTIAL SHORT SALES: Participants must disclose potential short sales when reasonably known to the listing Participants. When disclosed, Participants will advise other Participants in writing whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating Participants.

Section 5.1 PARTICIPANT AS PRINCIPAL: If a Participant, or any licensee, (or licensed or certified appraiser) affiliated with a Participant, has any ownership interest in a property submitted to the MLS, that interest shall be disclosed when the listing is submitted to the MLS and disseminated to all Participants.

Section 5.2 PARTICIPANT AS PURCHASER: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed in writing to the listing broker not later than the time an offer to purchase is submitted to the listing broker.

Section 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale/lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by a key, code, or symbol as required by the MLS. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

VI. SERVICE CHARGES

Section 6 SERVICE FEES AND CHARGES: Service fees and charges for the operation of the MLS, are subject to change, and shall be set by the Board of Directors of HiCentral MLS, Ltd. Participants may be charged a recurring participation fee to offset the cost of operating the MLS. This fee shall be in an amount as

determined by the Board of Directors times each salesperson and licensed or certified appraiser who has access to and use of the MLS, whether licensed as a broker, sales licensee or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. The Board of Directors may elect to have these fees payable on an annual, semi-annual, quarterly, or monthly basis and may authorize staff to grant waivers of service fees and charges as may be deemed appropriate.

VII. COMPLIANCE WITH RULES AND ENFORCEMENT OF RULES OR DISPUTES

Section 7 Compliance with Rules—Authority to Impose Discipline: By becoming and remaining a Participant or subscriber in this MLS, each Participant and subscriber agrees to be subject to the rules and regulations and any other MLS governance provision. The MLS may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other MLS governance provisions. Discipline that may be imposed may only consist of one or more of the following:

(a) letter of warning
(b) letter of reprimand
(c) attendance at MLS orientation or other appropriate courses or seminars which the Participant or subscriber can reasonably attend taking into consideration cost, location, and duration
(d) appropriate, reasonable fine not to exceed $15,000
~~(e) probation for a stated period of time not less than thirty (30) days nor more than one (1) year~~
~~(f)~~(e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
~~(g)~~(f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. ~~*(Adopted 11/07)*~~

Note: A Participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfilment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(Revised 05/14)*

Section 7.1 COMPLIANCE WITH RULES: The following action may be taken for noncompliance with the Rules:

(a) Full payment of the Participant's monthly MLS billing statement is due within thirty (30) calendar days of the billing date. A finance charge will be assessed on the unpaid balance owing after thirty (30) calendar days. If payment is not received within thirty (30) calendar days of the billing date, a late fee may be assessed on the past due amount owing, and written notice will be sent of pending suspension of MLS services at the end of forty-five (45) calendar days, (notice is deemed given when mailed). Services will be suspended for offices whose payments are not received within forty-five (45) calendar days of the billing date, and until all service fees and charges, including late charges and reinstatement fees are paid in full. The delinquent account may be submitted to a collection agency.

(b) For failure to comply with any other rule, the provisions of Sections 9, 9.1, and 9.2 shall apply.

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service.

Section 7.2 Applicability of Rules to Users and/or Subscribers

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of MLS information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers affiliated with the Participant.

VIII. MEETINGS

Section 8 Meetings

The meetings of the Participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the bylaws of the service.

IX. ENFORCEMENT OF RULES OR DISPUTES

Section 9 CONSIDERATIONS OF ALLEGED VIOLATIONS: The board of directors shall give consideration to all written complaints having to do with violations of the rules and regulations.

Section 9.1 VIOLATIONS OF RULES AND REGULATIONS: If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the board of directors of the MLS and if a violation is determined, the board of directors may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of the association in accordance with the bylaws of the association of REALTORS®. Alleged violations of Section 16 of the rules and regulations shall be referred to the association's grievance committee for processing in accordance with the professional standards procedures of the association.

If, rather than conducting an administrative review, the MLS has a procedure established to conduct hearings, any appeal of the decision of the hearing tribunal may be appealed to the board of directors of the MLS within twenty (20) days of the tribunal's decision. Alleged violations involving unethical conduct shall be referred to the professional standards committee of the association of REALTORS® for processing in accordance with the professional standards procedures of the association. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the board of directors of the association of REALTORS®.

Section 9.2 COMPLAINTS OF UNETHICAL CONDUCT: All other complaints of unethical conduct shall be referred by the review panel to the Secretary of the Honolulu Board of REALTORS® for appropriate action in accordance with the Professional Standards procedures established in the Code of Ethics and Arbitration Manual of the Honolulu Board of REALTORS®.

X. CONFIDENTIALITY OF MLS INFORMATION

Section 10 CONFIDENTIALITY OF MLS INFORMATION: Any publications or information provided by the MLS to the Participants shall be considered official publications and information of the MLS. Such publications and the information contained therein shall be considered confidential and exclusively for the use of Participants, including real estate licensees and licensed or certified appraisers affiliated with such Participant.

Unauthorized access to the MLS is strictly prohibited. Participants and Subscribers shall protect the confidentiality of their passwords to prevent unauthorized access to the MLS, MLS publications, compilations or MLS tools. "Sharing" of MLS system User Names and Passwords by a Participant or Subscriber to any party including but not limited to other Participants or Subscribers, administrative office staff or non-members is prohibited.

Section 10.1 MLS NOT RESPONSIBLE FOR ACCURACY OF INFORMATION: The information published and disseminated by the MLS is communicated verbatim, without change by the MLS, as submitted to the MLS by the Participant. The MLS does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the MLS harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10.2 ACCESS TO COMPARABLE AND STATISTICAL INFORMATION: Members of the Honolulu Board of REALTORS® who are actively engaged in real estate brokerage, management, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or in part by the MLS including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business, and may not be transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations. Board Members who receive such information, either as a Board service or through the Board's MLS, are subject to applicable provisions of the MLS Rules and Regulations whether they participate in the MLS or not, and must agree to pay for the costs incidental to receiving the information.

XI. OWNERSHIP OF MLS COMPILATION* AND COPYRIGHTS

Section 11 By the act of submission of any property listing data to the MLS, the Participant represents that he has been authorized to grant and also thereby does grant authority for HiCentral MLS, Ltd. to include the property listing data in its copyrighted MLS compilation and also in any statistical report on "Comparables." Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property. *(Amended 5/06)*

Section 11.1 All right, title, and interest in each copy of every MLS Compilation* created and copyrighted by HiCentral MLS, Ltd., and in the copyrights therein, shall at all times remain vested in HiCentral MLS, Ltd.

*The term MLS Compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including, but not limited to, bound book, loose-leaf binder, computer data base, card file, or any other format whatsoever.

Section 11.2 Each Participant shall be entitled to lease from HiCentral MLS, Ltd. a number of copies of each MLS Compilation, sufficient to provide each Participant and each person affiliated as a licensee with such Participant with only one copy of such compilation. The Participant shall pay, for each such copy, the rental fee set by the Board of Directors of HiCentral MLS, Ltd.**

Participants shall acquire by such lease only the right to use the MLS Compilations in accordance with these Rules and Regulations.

**This Section should not be construed to require the Participant to lease a copy of the MLS Compilation for any licensee affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing and selling or appraising the types of properties which are required to be submitted to the MLS, and who does not, at any time, have access to nor use of the MLS information or MLS facility of HiCentral MLS, Ltd.

Section 11.3 SERVICES OF THE MLS: The services provided to the Participants shall be related to the dissemination of blanket unilateral offers of compensation and listing information required thereby, and any other service such as statistical studies and accumulations shall be Board services.

XII. USE OF COPYRIGHTED MLS COMPILATIONS

Section 12 DISTRIBUTION: Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by HiCentral MLS, Ltd., and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and

any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by the MLS is strictly limited to the activities authorized under a 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 the MLS where access to such information is prohibited by law.

Section 12.1 Display: Participants and those persons affiliated as licensees with such Participants shall be permitted to display the MLS compilation to prospective purchasers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the properties described in said MLS compilation.

Section 12.2 OUTSIDE CONTRACTOR: When utilizing the services of an outside contractor to use the MLS data base, the Participant will insure that the contractor abides by the MLS Rules and Regulations and that the copyright is protected.

Section 12.3 PERMITTED USES: Permitted uses of MLS data fall into four categories, Direct Client Services, Self Promotion/Public Relations, Internal Company Uses, and Consulting, each of which is described below.

(a) Direct Client Services. This category consists of all of the client/customer services for which the MLS was originally intended. These include informing Participants of available listings (direct marketing), locating and arranging the showings of available properties for potential buyers, and preparing comparable sales data for the purpose of doing appraisals or comparative market analyses.

(b) Self Promotion/Public Relations. This category includes all types of self promotion that are supported directly or indirectly with MLS data. Examples are listing presentations, searching for expired listings, farming newsletters and mailers, advertisements and the publication of statistics or computations.

Self Promotion/Public Relations activities are subject to the following limitations:

1. Available or sold listings of other MLS Participants that are given to non MLS Participants must not exceed 100 records;

2. Any information or portions thereof, derived from the MLS that is published must include the approved disclaimer and attribution statements as outlined in Section ~~12.7~~ 13.2 of the MLS Rules and Regulations;

3. No fee may be charged to the Participant for these services.

4. Statistical graphs or charts prepared by HiCentral MLS, Ltd. may not be released to the media without the permission of the Board of Directors of HiCentral MLS, Ltd.

(c) Internal Company Uses. Use of MLS data by Participants within a company is generally permitted and includes, but is not limited to, business planning or evaluation and the electronic manipulation of the data base for the purpose of generating sales statistics or market share information. Internal company uses are subject to the following limitations:

1. Information of this type shall not be released publicly unless it is specifically permitted in another section of the MLS Rules and Regulations;

2. Any information or portions thereof, derived from the MLS for sales statistics or market share information must include the approved disclaimer and attribution statements as outlined in Section ~~12.7~~ 13.2 of the MLS Rules and Regulations.

(d) Consulting. The MLS data base may be utilized for the purpose of providing consulting services, market studies and feasibility studies. Consulting uses are subject to the following limitations:

1. Any information that is provided must include the approved disclaimer and attribution statements as outlined in Section ~~12.7~~ 13.2 of the MLS Rules and Regulations.

2. The sale of "raw" MLS data or statistics shall in no way be included under the definition of Consulting. MLS statistics may be included as a reference in the body of a written report to support its conclusions.

3. MLS data may not be used to assist in the creation of, or to study the feasibility of creating, a service resembling the MLS.

Section 12.4 USE OF COPYRIGHTED MLS DATA: In order to protect the data base and each MLS Participant, it is necessary to grant Participants license for specific uses of the data only. Other uses are specifically prohibited. Certain uses, or uses not listed within the MLS Rules and Regulations, may be permitted on a case-by-case basis with prior approval and appropriate conditions from the Board of Directors of HiCentral MLS, Ltd. It will be the sole discretion of the Board of Directors to determine whether or not to grant such permission.

Section ~~12.5~~ 13 LIMITATIONS ON USE OF MLS INFORMATION: Information from MLS compilations of current listing information, from statistical reports, and from any sold or comparable report of the association or MLS may be used by MLS Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

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

> Based on information from the Multiple Listing Service of HiCentral MLS, Ltd. for the period *(date)* through *(date).*

Section ~~12.6~~ 13.1 ACADEMIC/GOVERNMENT RESEARCH: Although the MLS was not designed for or intended for the purpose of academic or governmental research, these uses may be permitted on a case-by-case basis with prior written permission of the Board of Directors of HiCentral MLS, Ltd. Academic/Government research use will be subject to the following limitations:

(a) Any reports or publication of such research must prominently include the approved disclaimer and attribution statements as outlined in Section ~~12.7~~ 13.2 of the MLS Rules and Regulations;

(b) Such research is subject to all of the Rules and Regulations of the MLS and to any other limitations as the Board of Directors deems to be appropriate.

Section ~~12.7~~ 13.2 ATTRIBUTION: Any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by HiCentral MLS, Ltd. or its MLS, including any MLS data used in accordance with the provisions of Section 12.3(b), (c) and (d) and Section ~~12.6~~ 13.1, shall clearly specify the period of time covered by the data and shall prominently display the following disclaimer and attribution statement:

"Based on information from the Multiple Listing Service of HiCentral MLS, Ltd. for the period (date) through (date)."

~~XIII. PARTICIPATION~~

~~**Section 13 PARTICIPATION IN MLS:** Any REALTOR® of this or any other board 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 bylaws, 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 the 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 the Service where access to such information is prohibited by law. *(Amended 11/08)*~~

~~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.~~

~~Participation in the multiple listing service is also available to nonmember principals who meet the qualifications established in the Honolulu Board of REALTORS® Bylaws and the rules and regulations of the Service. 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 the 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 or access to information developed by or published by the Service where access is prohibited by law. The nonmember principal of any 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 compliance with the bylaws and rules and regulations of the Service by all persons affiliated with the participant who utilize the Service.~~

~~**Note:** 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 on-going 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 on a nondiscriminatory manner to all Participants and potential Participants. *(Adopted 11/08)*~~

Section ~~13.1~~ 13.3 SUBSCRIBERS AUTHORIZATION TO ACCESS MLS INFORMATION: Subscribers of the MLS include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants. Subscribers also include affiliated unlicensed administrative and clerical staff, unlicensed personal assistants, and individuals seeking licensure or certification as real estate appraisers who are under the direct supervision of an MLS Participant or the Participant's licensed designee.

XIV. CHANGES IN RULES AND REGULATIONS

Section 14 CHANGES IN RULES AND REGULATIONS:

Amendments to the rules and regulations of the service shall be by consideration and approval of the board of directors of the multiple listing service~~, subject to final approval by the board of directors of the Honolulu Board of REALTORS® (shareholder)~~.

XV. ARBITRATION OF DISPUTES

Section 15 ARBITRATION OF DISPUTES: By becoming and remaining a Participant, each Participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS Participants in different firms arising out of their relationships as MLS Participants subject to the following qualifications:

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

(b) If the disputants are members of different Boards of REALTORS®, or if their principal place of business is located within the territorial jurisdiction of different Board's of REALTORS®, they shall arbitrate pursuant to the procedures of that Board of REALTORS® which is within the territorial jurisdiction of the respondent's MLS.

Interboard Arbitration Procedures: Arbitration shall be conducted in accordance with any existing interboard agreement or, alternatively, in accordance with the interboard arbitration procedures in the Code of Ethics and Arbitration Manual of the National Association of REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular association of REALTORS®.

XVI. STANDARDS OF CONDUCT FOR MLS PARTICIPANTS

Standard 16.1 MLS Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements that other MLS Participants have with clients.

Standard 16.2 Signs giving notice of property for sale, rent, lease, or exchange shall not be placed on property without consent of the seller/landlord.

Standard 16.3 MLS Participants acting as subagents or as buyer/tenant representatives or brokers, shall not attempt to extend a listing broker's offer of cooperation and/or compensation to other brokers without the consent of the listing broker.

Standard 16.4 MLS Participants shall not solicit a listing, which is currently listed exclusively with another broker. However, if the listing broker, when asked by the MLS Participant, refuses to disclose the expiration date and nature of such listing; i.e., an exclusive right to sell, an exclusive agency, open listing, or other form of contractual agreement between the listing broker and client, the MLS Participant may contact the owner to secure such information and may discuss terms upon which the MLS Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Standard 16.5 MLS Participants shall not solicit buyer/tenant agency agreements from buyers/tenants who are subject to exclusive buyer/tenant agency agreements. However, if a buyer/tenant agent, when asked by an MLS Participant, refuses to disclose the expiration date of the exclusive buyer/tenant agency agreement, the MLS Participant may contact the buyer/tenant to secure such information and may discuss terms upon which the MLS Participant might enter into a future buyer/tenant agency agreement or, alternatively, may enter into a buyer/tenant agency agreement to become effective upon expiration of the existing exclusive buyer/tenant agency agreement.

Standard 16.6 MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through Multiple Listing Services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

Standard 16.7 The fact that an agreement has been entered into with an MLS Participant shall not preclude or inhibit any other MLS Participant from entering into a similar agreement after the expiration of the prior agreement.

Standard 16.8 The fact that a prospect has retained an MLS Participant as an exclusive representative or exclusive broker in one or more past transactions does not preclude other MLS Participants from seeking such prospect's future business.

Standard 16.9 MLS Participants are free to enter into contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not represented by an exclusive agent but shall not knowingly obligate them to pay more than one commission except with their informed consent.

Standard 16.10 When MLS Participants are contacted by the client of another MLS Participant regarding the creation of an exclusive relationship to provide the same type of service, and MLS Participants have not directly or indirectly initiated such discussions, they may discuss the terms upon which they might enter into a future agreement or, alternatively, may enter into an agreement which becomes effective upon expiration of any existing exclusive agreement.

Standard 16.11 In cooperative transactions MLS Participants shall compensate cooperating MLS Participants (principal brokers) and shall not compensate nor offer to compensate, directly or indirectly, any of the sales licensees employed by or affiliated with other MLS Participants without the prior express knowledge and consent of the cooperating broker.

Standard 16.12 MLS Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS Participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club or organization, or other classification or group is deemed "general" for the 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 MLS Participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS Participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, "for sale" or "for rent" signs, or other sources of information intended to foster cooperation with MLS Participants.

Standard 16.13 MLS Participants, prior to entering into a representation agreement, have an affirmative obligation to make reasonable efforts to determine whether the prospect is subject to a current, valid exclusive agreement to provide the same type of real estate service.

Standard 16.14 MLS Participants, acting as buyer or tenant representatives or brokers, shall disclose that relationship to the seller/landlord's representative or broker at first contact and shall provide written confirmation of that disclosure to the seller/landlord's representative or broker not later than execution of a purchase agreement or lease.

Standard 16.15 On unlisted property, MLS Participants acting as buyer/tenant representatives or brokers shall disclose that relationship to the seller/landlord at first contact for that buyer/tenant and shall provide written confirmation of such disclosure to the seller/landlord not later than execution of any purchase or lease agreement.

MLS Participants shall make any request for anticipated compensation from the seller/landlord at first contact.

Standard 16.16 MLS Participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, 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.

Standard 16.17 MLS Participants 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 MLS Participants to whom such offers to provide services may be made.

Standard 16.18 MLS Participants, 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 broker's offer of compensation to subagents or buyer/tenant representatives or brokers nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

Standard 16.19 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 CMA) to prospects, MLS Participants shall ask prospects whether they are a party to any exclusive representation agreement. MLS Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

Standard 16.20 Participants, users, and subscribers, prior to or after ~~terminating~~ their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This does not preclude Participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

Standard 16.21 These rules are not intended to prohibit ethical albeit aggressive or innovative business practices, and do not prohibit disagreements with other MLS Participants involving commission, fees, compensation or other forms of payment or expenses.

Standard 16.22 MLS Participants shall not knowingly or recklessly make false or misleading statements about ~~competitors~~ other real estate professionals, their business, or their business practices.

Standard 16.23 MLS Participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner.

Websites of licensees affiliated with a Participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner. *(Adopted 11/07)*

Standard 16.24 MLS Participants shall present a true picture in their advertising and representations to the public, including Internet content posted, and the URLs and domain names they use, and Participants may not:

~~(1)~~ (a) engage in deceptive or unauthorized framing of real estate brokerage websites;

~~(2)~~ (b) manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result; ~~or~~

~~(3)~~ (c) deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic~~, or to otherwise mislead consumers. *(Adopted 11/07)*~~ ;

(d) present content developed by others without either attribution or without permission, or

(e) to otherwise mislead consumers. *(Adopted 1/13)*

Standard 16.25 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. *(Adopted 11/09)*

XVII. ORIENTATION

Section 17 ORIENTATION: An applicant for MLS participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who desires access to MLS-generated information may be required to complete an orientation program of no more than eight (8) classroom hours devoted to the MLS Rules and Regulations and computer training related to MLS information entry and retrieval within thirty (30) days after access has been provided.

XVIII. INTERNET DATA EXCHANGE (IDX)

Section 18 IDX DEFINED: IDX affords MLS Participants the ~~option of authorizing display of their listings on other participants' Internet websites. *(Amended 11/09)*~~ ability to authorize limited electronic display of their listings by other Participants.

Definitions: "IDX User" as mentioned herein refers to MLS Participant~~, non-principal REALTOR®,~~ and/or licensee affiliated with MLS Participant.

Section 18.1 Participants' consent for display of their listings by other Participants pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the MLS 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, ~~or~~ frame, or display the aggregated MLS data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis ~~as instructed by the seller. *(Amended 11/09)*~~ where the seller has prohibited all Internet display. *(Amended 05/12)*

Section 18.2 Participation in IDX is available to all MLS Participants ~~engaged in real estate brokerage~~ who consent to display of their listings by other Participants. ~~This requirement can be met by maintaining an office or Internet presence from which participants are available to represent real estate sellers or buyers (or both).~~

Section 18.2.1 IDX users must notify the MLS of their intention to ~~establish an IDX site~~ display IDX information and must ~~make their site directly accessible to the MLS~~ give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies.

Section 18.2.2 IDX users may not use IDX-provided listings for any purpose other than display ~~on their websites.~~ as provided for in these rules. This does not require IDX users to prevent indexing of IDX listings by recognized search engines. *(Amended 11/09)*

Section 18.2.3 ~~Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites. *(Amended 11/09)*~~
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). *(Amended 05/12)*

Section 18.2.4 IDX users may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown," "downtown," etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family), cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant. *(Amended 11/06)*

Section 18.2.5 IDX users must refresh all MLS downloads ~~and refresh all MLS data~~ and IDX displays automatically fed by those downloads ~~at least once every three (3) calendar days~~ at least once every twelve (12) hours. *(Amended 11/14)*

Section 18.2.6 Except as provided in the IDX policy and these rules, an IDX site or ~~a participant or~~ an IDX user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity.

Section 18.2.7 When displaying listing content, ~~a participant's or~~ an IDX user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section ~~18.2.9~~ 18.2.8 Any IDX ~~site that~~ display controlled by ~~a participant or subscriber~~ an IDX user that

(a) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

(b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing,

shall disable or discontinue either or both of those features as to the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all ~~IDX user's websites~~ displays controlled by ~~participants~~ IDX users. Except for the foregoing and subject to Section ~~18.2.10~~ 18.2.9, an IDX user's IDX site may communicate the IDX user's professional judgment concerning any listing. Nothing shall prevent an IDX site from notifying its customers that a particular feature has been disabled at the request of the seller. *(Adopted 05/12)*

Section ~~18.2.10~~ 18.2.9 IDX users shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the IDX user beyond that supplied by the MLS and that relates to a specific property ~~displayed on the IDX site~~. IDX users 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, IDX users shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Adopted 05/12)*

Section 18.2.10 An MLS Participant (or where permitted locally an MLS 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 the MLS Participant (or MLS 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 the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. *(Adopted 05/12)*

Section 18.2.11 Participants shall not modify or manipulate information relating to other Participants' listings. MLS Participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. 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 MLS data display or display of fewer than all of the available listings or fewer authorized fields.

Section ~~18.2.8~~ 18.2.12 All electronically displayed listings shall prominently display the following disclaimer, attribution statement and copyright statement:

Based on information from the Multiple Listing Service of Hicentral MLS, Ltd.
listings last updated on _____.
Information is deemed reliable but not guaranteed.
Copyright: YYYY by HiCentral MLS, Ltd.

Section 18.3: DISPLAY Display of listing information pursuant to IDX is subject to the following rules:

Section 18.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed ~~on IDX sites~~. *(Amended 05/12)*

Section 18.3.1.1 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. *(Amended 05/12)*

Section 18.3.2 ~~IDX users shall not modify or manipulate information relating to other Participants' listings.~~

~~(This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.~~ *(Deleted 06/15)*

Section 18.3.3 All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. 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. *(Amended 05/12)*

Section 18.3.4 Non-principal brokers and sales licensees affiliated with 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.

Section 18.3.5 All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. *(Amended 05/12)*

Section 18.3.6 Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect Participants and/or the MLS from liability. 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. *(Amended 05/12*

Section 18.3.7 *(Deleted 02/11)*

Section 18.3.8 The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's office(s) holding participatory rights in this MLS.

Section 18.3.9 Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS Participant holds participatory rights must be displayed separately from listings obtained from other sources~~, including information provided by other MLSs~~. Listings obtained from other sources (e.g., ~~from other MLSs,~~ from non-participating brokers, etc.) must display the source from which each such listing was obtained. 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. *(Amended 11/14)*

Note: An MLS Participant (or where permitted locally, an MLS 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 the MLS Participant (or MLS 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 the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*

Section 18.3.10 Display of expired, withdrawn, and pending, ~~and sold~~ listings is prohibited.

Section 18.3.11 Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.

Section 18.3.12 IDX users are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. *(Amended 11/14)*

Section 18.3.13 IDX operators must maintain an audit trail of consumer activity on ~~the IDX site~~ their website and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers.

Section 18.3.14 Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information is larger than that of any third party. *(Adopted 11/09)*

Section 18.4: SERVICE FEES AND CHARGES: Service fees and charges for participation in IDX may be as established by the Board of Directors.

Section 18.5 All IDX Users who electronically display active listings information pursuant to IDX shall display the following agency disclosure statement:

Some of the active listings appearing on this site may be listed by other REALTORS®.
If you are interested in those active listings, our company may represent you as the buyer's agent.
If the active listing you are interested in is our company's active listing, you may speak to one of our agents regarding your options for representation.

XIX. VIRTUAL OFFICE WEBSITES (VOWS)

Section 19.1 VOW Defined

(a) A Virtual Office Website ("VOW") is a Participant's Internet website, or a feature of a Participant's website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Listing Information, subject to the Participant's oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

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

(c) "Affiliated VOW Partner" ("AVP") refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant's supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

(d) As used in Section 19 of these Rules, the term "MLS Listing Information" refers to active listing information and sold data provided by Participants to the MLS and aggregated and distributed by the MLS to Participants.

Section 19.2

(a) The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

(b) Subject to the provisions of the VOW Policy and these Rules, a Participant's VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange ("IDX").

(c) Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant's VOW.

Section 19.3

(a) Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

(i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

(ii) The Participant must obtain the name of, and a valid email address for, each Registrant. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.

(iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.

(b) The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.

(c) If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by the MLS, provide an audit trail of activity by any such Registrant.

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

(i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

(ii) That all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use;

(iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;

(iv) That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;

(v) That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

(e) The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

Section 19.4: A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

Section 19.5: A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the MLS.

(**NOTE:** MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.)

Section 19.6

(a) A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

(b) A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

   a. [ ] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

   OR

   b. [ ] I have advised my broker or sales agent that I do not want the address of the listed property to be displayed on the Internet.

2. I understand and acknowledge that, if I have selected option a, consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search.

_____
Initials of Seller

(c) The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

Section 19.7

(a) Subject to subsection (b), a Participant's VOW may allow third-parties:

(i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

(ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing

(b) Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Subject to the foregoing and to Section 19.8, a Participant's VOW may communicate the Participant's professional judgment concerning any listing. A Participant's VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

Section 19.8: A Participant's VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

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

Section 19.10: Except as provided in these rules, the National Association of REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

Section 19.11: A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

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

Section 19.13: A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy, and any other applicable MLS rules or policies.

Section 19.14: A Participant may operate more than one VOW himself or herself or through an AVP. A Participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a Participant by an AVP is subject to the supervision and accountability of the Participant.

Section 19.15: A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

(a) Expired, withdrawn, or pending ("under contract") listings.
(b) The compensation offered to other MLS Participants.
(c) The type of listing agreement, i.e., exclusive right to sell or exclusive agency.
(d) The seller's and occupant's name(s), phone number(s), or e-mail address(es).
(e) Instructions or remarks intended for cooperating brokers only, including but not limited to, showings or security of listed property.

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

Section 19.17: A Participant shall cause to be placed on his or her VOW a notice as follows indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

Based on information from the Multiple Listing Service of HiCentral MLS, Ltd.
listings last updated on _____.
Information is deemed reliable but not guaranteed.
Copyright: YYYY by HiCentral MLS, Ltd.

Section 19.18: A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

Section 19.19: *(Deleted 02/11)*

Section 19.20: A Participant may display advertising and the identification of other entities ("co-branding') on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.21: A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.22: Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

APPENDIX A: MLS FINES

A fine shall be assessed to enforce rules relating to listing data accuracy, reporting of listing status and use of the MLS data. The MLS shall conduct random audits of the MLS listing data in the MLS system or web sites and may request listing documents to insure compliance with the rules.

A fine of $1,000.00 shall be assessed to a Participant found to be in violation of Section 10.0 Confidentiality of MLS Information which prohibits "sharing" of MLS system User Names and Passwords by an MLS Participant or Subscriber to any party.

Fines, as determined from time to time by the Board of Directors of HiCentral MLS, Ltd., will be assessed for violations of the following:

Section	Summary
1	Including a listing in the MLS without a fully executed listing agreement.
1	Failure to report a new listing within four (4) calendar days from the date the listing agreement is fully executed.
1.2.1	Listing brokers shall identify a limited service listing ~~in the Agent Remarks~~ if the listing broker does not provide certain services.
1.2.2	Listing brokers shall identify a MLS entry-only listing ~~in the Agent Remarks~~ if the listing broker does not provide certain services.
1.3	If a Participant has been instructed to NOT list a property in the MLS, the Participant shall submit the listing agreement, Seller's written instructions and property profile form to the MLS within four (4) calendar days from the date the listing agreement is fully executed.
1.4	Failure to report a listing's status change within the time periods specified. When the MLS is provided with proper documents which verify the sale, the fine for violation of Section 1.4 shall be immediately assessed and the MLS shall notify the listing broker of the violation. If the listing broker fails to enter the status change within four (4) calendar days of being notified by the MLS, an additional fine shall be assessed.
2.5	Failure to report a listing's status change within the time periods specified. (Reaffirms Section 1.4.)
2.11	Listing brokers are prohibited from providing contact information, including but not limited to names, phone numbers, email addresses and web site addresses, and seller's and/or occupant's names, phone numbers, and email addresses within the body of listing remarks, photos~~,or~~ virtual tours, videos, or digital documents that can be viewed, displayed or printed by the general public and as specified in Sections 1.18-1.18.3.
2.13	If a listing broker fails to correct inappropriate or prohibited data when notified by HiCentral MLS, Ltd. within four (4) calendar days, HiCentral MLS, Ltd. reserves the right to edit inappropriate or prohibited data found in Public Remarks, Directions, Agent Remarks or listing media and an additional fine may be assessed.
18.2.3	Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) ~~shall not be accessible via sites~~ cannot be included in IDX displays.
18.2.5	IDX users must refresh all MLS downloads ~~and refresh all MLS data~~ and IDX displays automatically fed by those downloads ~~at least once every three (3) calendar days~~ at least once every twelve (12) hours. *(Amended 11/14)*
18.2.7	When displaying listing content, ~~a participant's or~~ an IDX user's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.
18.2.11 ~~18.3.2~~	IDX Users shall not modify or manipulate listing data relating to other Participants' listings.
18.3.1	Listings displayed on IDX sites shall contain only those fields of data designated by the MLS.
18.3.3	All listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

APPENDIX A: MLS FINES-cont.

Section	Summary
18.3.5	All electronically displayed active listings shall prominently display the disclaimer, attribution and copyright statement of HiCentral MLS, Ltd.
18.3.6	IDX web sites shall indicate that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS.
18.3.7	*(Deleted 02/11)*
18.3.9	Listings obtained from other sources (e.g., from non-participating brokers) must display the source from which each such listing was obtained and must be displayed separately from listings obtained from REALTOR® Association MLSs.
18.3.10	Display of expired, withdrawn, and pending~~, and sold~~ listings is prohibited.
18.3.11	Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address(es) is prohibited.
18.5	All IDX Users displaying active listings on a web site shall display the agency disclosure statement as specified.
19.3 a-f	Refer to rule 19.3 for specific requirements for establishing a broker-consumer relationship and access to MLS data on a VOW site.
19.4	A VOW shall display an e-mail address, telephone number or specific identification of another mode of communication by which a consumer can contact the Participant.
19.6	A VOW shall not display listings or property addresses of any seller who has directed the listing broker to withhold the seller's listing or property address from display on the internet.
19.8	Inaccurate data on a VOW shall be corrected within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false.
19.11	A VOW must display the Participant's privacy policy.
19.13	MLS staff will be allowed access to a VOW for the purpose of verifying policy compliance.
19.15	Display of prohibited information. Refer to Section 19.15 a – e.
19.17	A VOW must display appropriate disclaimers.
19.18	A VOW shall display the name of the listing firm in a readily visible color, in a prominent location in typeface not smaller than the median typeface used in the display of listing data.
19.21	A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.
Appendix A	Documentation requested by the MLS must be submitted within four (4) calendar days.