



Rules Governing Subscriber Use of Bright's MLS Service

www.brightmls.com/rules

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RULES GOVERNING SUBSCRIBER USE OF BRIGHT'S MLS SERVICE

Participation with Bright's services is subject to compliance with these Rules and Bright's policies, which are intended to serve two primary purposes:

- Accumulation and dissemination of high quality, consistent, up-to-date information that enables subscribers to engage in the business of real estate and facilitate home sellers and buyers to access an open, transparent marketplace of property information; and
- Enhancement of cooperation among *subscribers* on an impartial basis.

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Bright subscribers must comply, including with all policies available at www.brightmls.com/rules.

1. RULES GOVERNING COOPERATION THROUGH BRIGHT MLS¹

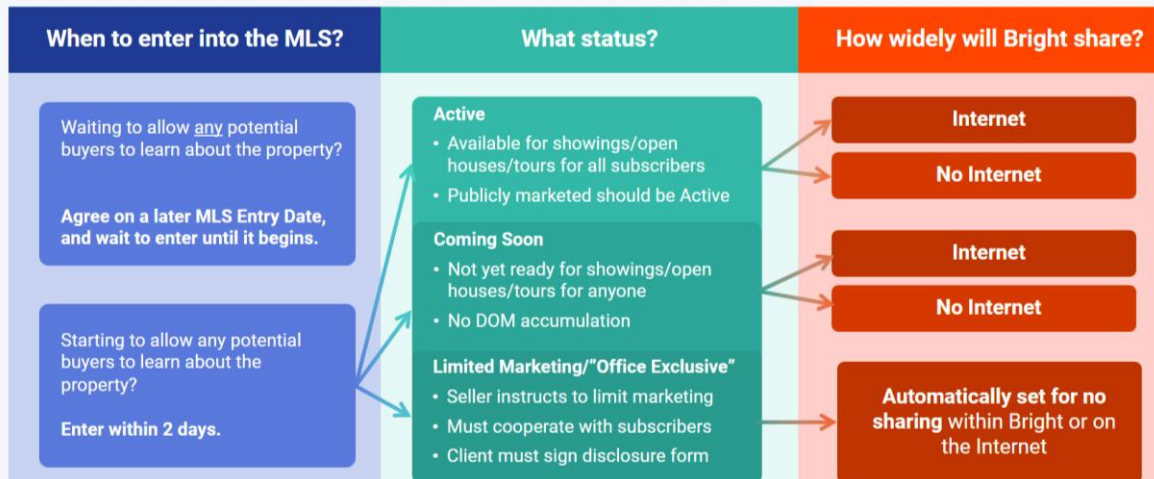
- 1.1 **Participation.** Participation as a *subscriber*² is on an individual basis and may not be transferred; these Rules apply irrespective of the affiliation with a particular firm. Participation is open to:
- 1.1.1 *Brokers* and *Licensees* actively engaged in the business of real estate in Bright's *Service Area*, meaning that they actively endeavor to list real property of the type listed in the *Bright Service* and to cooperate on an impartial basis with other participating *subscribers*;³ and
 - 1.1.2 *Appraisers* actively engaged in the business of appraising property in Bright's *Service Area*.
- 1.2 **Cooperation.** Each *subscriber* must cooperate with all other *subscribers* on an impartial basis, in the best interest of the *subscriber's* client. This includes impartially sharing information about listed properties and arranging for showings, in the best interest of each client and regardless of any financial arrangement offered by, or agreed with, another *broker*. A *subscriber* may not encourage or facilitate another *subscriber* to violate Bright's Rules.
- 1.3 **Designation of Principal Broker.** Each participating brokerage firm must designate one *broker* as the principal *broker*, who is responsible for compliance with these Rules by all *subscribers* affiliated with the *broker's* firm. To change a firm's designated *broker*, the first *broker* must consent.
- 1.3.1 When a *broker* ceases to participate with Bright, Bright is not obligated to provide services, including continued inclusion of the *broker's* listings in the *Bright Database*. Prior to removal of the *broker's* listings, the *broker* will be advised in writing so they may advise their clients.
 - 1.3.2 If listings are transferred by assignment from one *broker* to another *broker*, both *brokers* must provide Bright with a written authorization between them reflecting the written assignment from the *seller*.
- 1.4 **Subscriber Information.** Each *broker* must supply the names of each *licensee* with a license issued to the *broker* and each appraiser associated with the *broker*. *Subscribers* must notify Bright, within two calendar days, of any changes to changes in firm affiliation (including new *subscribers* in the *broker's* firm or any *subscriber* that has left) or a *subscriber's* license status.
- 1.5 **Participation by Non-REALTOR® Subscribers.** Non-REALTOR® *subscribers* are subject to these Rules. In a dispute under these Rules, non-REALTOR® *Subscribers* must participate in, comply with the rules of, and be bound by the decisions from arbitration administered by the REALTOR® *subscriber's* REALTOR® Association.
- 1.6 **Listing Agreements**
- 1.6.1 *Listing agreements* for listings to be submitted to Bright must allow the *broker* to submit the *listing* and to submit a copy of the agreement to Bright.
 - 1.6.2 If a property is co-listed with two or more *listing brokers*, only one *listing broker* may enter the listing into the *Bright Database*. Identification of the other *listing broker* must be entered in the Agent Remarks. This does not prevent one *listing broker* from entering an exclusive sale listing and another *listing broker* from entering an exclusive rental agreement. A property may not be submitted that is co-listed with one *listing broker* and one non-*subscriber*, or that is listed only by a non-*subscriber*.
 - 1.6.3 *Listings* subject to auction terms may be submitted when conducted in accordance with all applicable laws and the following conditions are met:
 - i. a *listing agreement* exists between the *listing broker* and the *seller*;
 - ii. a list price acceptable to the *seller*, as reflected in the *listing agreement*;
 - iii. an agency relationship between the *seller* and the *listing broker* exists for the duration of the auction process; and
 - iv. the *Listing Broker* discloses to Bright that the listing is subject to auction terms.

¹ Interpretation of these Rules is within Bright's reasonable discretion, which may be informed by the Board of Directors or a Board committee, guidance from NAR, and other guidance. Substantive amendments to these Rules are approved by the Bright MLS LLC Board; all other changes, and approval of appendices and policies, may be made by Bright staff. If any provision is deemed by a court or arbitrator to be unenforceable, the remainder remains enforceable.

² **Italicized words are defined in Appendix A.** Note that "Brokers" are synonymous with the prior use of "Participant," "designated broker," "managing broker," and "designated realtor."

³ "Actively" means on a continual and ongoing basis (may be seasonal). Some terms described in the NAR Handbook on Multiple Listing Policy as "mandatory," such as *Subscribers* granting a license to the MLS for the Listing Content, and *Subscriber* warranties and indemnifications, are included in the Subscription Agreement agreed to by all *Subscribers*.

Summary: Bright MLS Entry



1.7.1 MLS Entry Date/Mandatory Submission. Listings subject to *Exclusive Right to Sell Listing Agreements* or *Exclusive Agency Listing Agreements* for a property located within the Service Area must be submitted by the Seller-instructed **MLS Entry Date**: The MLS Entry Date is within two *calendar days* of all necessary signatures having been obtained on the listing agreement and the listing term beginning (i.e., when any potential *buyer* may learn about the property), unless precluded by law.

- i. The MLS Entry Date must be no later than two calendar days after the *listing broker* may let any potential buyers (or renters) learn about the property listing, through any mechanism, whether within a brokerage firm, the *licensee's* personal network, or otherwise. The MLS Entry Date typically is within two calendar days of the date the agreement is signed (the "effective date" of the agreement) but may be later if agreed and documented with your client.
- ii. Within two calendar days of any potential *buyer* being able to learn about the property through the *listing broker*, the property's information must be entered into the *Bright Database* and one of the following selected: (a) Active status; (b) Coming Soon status; or (c) Limited Marketing/Office Exclusive; for Active and Coming Soon statuses, also select whether Bright will share the information with Internet sites and apps. See these Rules' **status definitions in Appendix B** for more information.
- iii. Listings subject to agreements for *Open Listings* or *Net Listings* are not (and may not be) submitted to the *Bright Service*.
- iv. Listings subject to *Exclusive Right to Sell Listing Agreements* or *Exclusive Agency Listing Agreements* for a property located outside the Service Area may be submitted voluntarily by a *Listing Broker*.

1.7.2 Residential Seller/Landlord Disclosures and Marketing Instructions.

- i. When submitting a *listing*, a *subscriber* must complete with a *Seller* Bright's disclosure form. A copy of this completed form must be maintained by the *broker* and provided to Bright upon request.
- ii. When working with a *buyer*, a *subscriber* must complete with the *buyer* Bright's disclosure form. A copy of this completed form must be maintained by the *broker* and provided to Bright upon request.
- iii. **Limited Marketing.** Listings that are publicly marketed should be in the "Active" status in the *Bright System*. However, if the *Seller* instructs the *listing broker* in writing that the property information not be disseminated to other *subscribers* using the *Bright Service*, then the *subscriber* must obtain from the *seller* a signed Limited Marketing/Office Exclusive form (provided by Bright).
 1. The *listing* still must be submitted to Bright by the MLS Entry Date; select "Office Exclusive" in the system, and Bright will not disseminate the information to other *subscribers* or on the Internet.

2. Once a property that is submitted as an Office Exclusive is publicly marketed,⁴ it must within one business day be changed to Active status for dissemination to other *subscribers* unless otherwise instructed in writing by the *seller*, in which case the *listing broker* may otherwise market the *listing* based on the *seller's* instructions; if the *seller's* instruction to publicly market outside the *Bright System* is not documented with the *seller* before public marketing activities occur, then the *listing* must be changed to "Active" status.
 3. As a Bright *subscriber*, the *listing broker* must impartially cooperate with other *Subscribers* related to the *listing* even for a Limited Marketing/Office Exclusive *listing*, including by making information and showings available on an impartial basis upon another *subscriber's* request.
 4. Bright may disclose upon a *subscribers's* request whether or not an address is associated with an Office Exclusive, but will not disclose information about the listed property.
- 1.7.3 Prior to submitting a *listing* to the *Bright Database*, a *subscriber* must verify that the property was not already entered in the *Bright Database* for a current *listing*. A *subscriber* may not enter a *listing* if the same property already is listed by another *listing broker*.
- 1.7.4 **Appendix D lists required disclosures**, in addition to other disclosures required by these Rules, or by other applicable law or policy.
- 1.8 **Images and Documents. Bright's Policy on Images and Documents, attached as Appendix E**, describes the requirements for use of *images and documents*, including on websites and apps. Images (photos and videos) typically are presumed to be owned by the photographer/videographer unless there is a written license or assignment. *Subscribers* may not use images/documents without express, written permission to submit them to Bright; this includes images from the internet, a photographer, or an existing *listing* of another *broker*.
- 1.9 **Descriptive Information.** The *Bright Service* requires certain fields and descriptive information, which must be entered; all other information is optional. *Subscribers* are responsible for *listing information* being complete and accurate, and correcting known errors. If a *subscriber* fails to promptly comply, Bright may correct or otherwise edit *listing information* if it deems necessary. It is not, however, Bright's responsibility to verify the information provided, and Bright disclaims any responsibility for accuracy. Each *subscriber* indemnifies and holds Bright harmless against any liability arising from any inaccuracy or inadequacy of the information submitted by the *subscriber*.
- 1.9.1 **Address.** At the time of submitting a *listing*, *subscribers* must include a property address available to other *subscribers*, and if an address does not exist, a parcel identification number may be used. Where an address or parcel identification number are unavailable, the information must include a legal description of the property sufficient to describe its location.
- 1.9.2 **Remarks.** Remarks may not contain marketing information about a *subscriber*, nor seek to recruit *subscribers*. Remarks are subject to editing or removal should Bright determine that they contain impermissible or inappropriate content.
- 1.9.3 **Listing Status.** *Subscribers* must comply with the parameters for the status of the *listing*, described in Appendix B.
- 1.9.4 **Property Types.** *Subscribers* must use one of the property types described in Appendix C, in conjunction with the applicable zoning codes, present use, proposed use, and permitted use. There is no limit on the number of property types as long as the property conforms to the definitions and is compliant with zoning codes, present use, proposed use and permitted use. All properties to be sold separately must be indicated individually in the *listing*. When part of a listed property has been sold, this must be updated in the *Bright Database*.
- 1.10 **Updating Listing Information**
- 1.10.1 **Updates to Information.** *Listing brokers* must report any changes to a *listing* (e.g., agreement modifications such as price or listing term, status change, etc.) within two *calendar days*, and in doing so represent that all changes are supported in writing with their client.
- 1.10.2 **Cancelling a Listing.** *Listings* may be cancelled by the *listing broker* before the expiration. While

⁴ Public marketing includes flyers, displays in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications (e.g., email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

sellers do not have the unilateral right to require that Bright cancel any *listing*, Bright may at its discretion remove a *listing* from the *Bright Database* or cancel a *listing* if the *seller* documents that the *listing agreement* has been terminated or is invalid.

1.11 Showings. *Listing brokers* must make showings (including tours, virtual tours, and open houses) available on an impartial basis to all *subscribers* licensed in the jurisdiction of the property, and may not misrepresent the availability of showings or access to the property. To support impartiality and transparency to the public, a property in the “Coming Soon” status reflects a client’s written instruction that tours, showings and open houses are not yet available to any *Subscriber*; a *listing* must be converted to “Active” status once tours, showings or open houses begin.

1.12 Broker Contracts, Disclosures and Compensation

1.12.1 Client Contracts. A *listing broker’s* and a *cooperating broker’s* objectively ascertainable (not open-ended), maximum compensation must be conspicuously documented in a written contract with their client by the time the client signs a listing agreement (for *Sellers*) or is taken on a home tour by a *subscriber* acting as their agent (for *Buyers*) (*i.e.*, the *subscriber* enters a home to provide a tour to a client in-person or virtually). Neither a *listing broker* nor a *cooperating broker* may receive compensation from any source in an amount greater than the amount agreed by the client in a written contract, and a *listing broker* may not offer or share compensation with another broker or a buyer without prior written disclosure to their client.

1.12.2 Impartiality. *Subscribers* must deal with one another impartially in the best interest of their clients, and thus may not discriminate in the information provided to their client about properties for sale or rent based on whether or how much the *seller* or *listing broker* offers to or will pay to a *cooperating broker*. Nor may a *broker* discriminate in the information provided to their client based upon the firm with which the other *broker* or *subscriber* is affiliated.

1.12.3 Compensation Communications. *Subscribers* may not use the *Bright System* to communicate about their compensation. A *subscriber* may not submit to Bright in a listing any amount offered by the *listing broker* or the *seller* related to compensation of the *cooperating broker*, nor enter the total amount paid by the *seller* to the *listing broker* or the division/split of any fees offered to or actually paid to the *listing broker*. Only after closing may any information about the amount the *seller* paid towards closing costs be entered into the Bright System.

- i. *Subscribers* may, outside of the *Bright System*, make any lawful communication about an offer to pay another *broker*, as long as (a) the client authorizes the offer and/or payment in writing in advance; and (b) the communication is not through a website, app, or service that receives property information from the *Bright Database* (except that a *broker* may communicate related to their own *listings* and on their own website, app, or service, any offers to compensate another *broker*, even if that website, app, or service receives property information from the *Bright Database*).
- ii. *Subscribers* may not represent that their services are “free” or “available at no cost” unless no compensation will be received arising from the services.
- iii. *Subscribers* must disclose to prospective *sellers* and *buyers* in conspicuous language that compensation is not set by law and is fully negotiable, in (a) the listing agreement with a *seller*, (b) an agreement with a *buyer*, and (c) pre-closing disclosure documents if there are any and they are not government-specified forms.

2. RULES GOVERNING USE OF LISTING CONTENT AND THE BRIGHT DATABASE

2.1 General Rule. Use of the *Bright Database* and *listing content* is limited to *subscribers* and by these Rules.

2.1.1 A *listing broker* may use their own *listing content* in any manner they choose.

2.1.2 Use of another *listing broker’s listing content* is strictly limited to the activities authorized under these Rules, written contract with Bright, or with the written consent from the *listing broker*.

2.1.3 *Subscribers* may not use creative, non-factual property *listing content* (e.g., *images*, descriptive text, and documents) from a prior listing of a property without the written consent of the owner of the proprietary rights in the *listing content*.

2.1.4 *Subscribers* may not use the *Bright Database* to identify prospective clients unless such use is authorized in writing by the *listing broker*.

- 2.2 Advertising Another Listing Broker's Listing.** A *listing* may not be used or advertised by anyone other than the *listing broker* without the prior consent of the *listing broker*, except:
- 2.2.1 *Subscribers* may share *listing content* from the *Bright Database* with individual prospective buyers/renters in conjunction with the *subscriber's* ordinary business activities of attempting to locate ready, willing, and able buyers/renters for the listed property.
- 2.2.2 *Subscribers* may advertise another *listing broker's* listing under **Bright's Policy on Digital Display, attached as Appendix F**, which addresses rules for IDX and VOW websites.
- 2.3 Restrictions on the Use of Listing Data for Analysis and Other Purposes**
- 2.3.1 *Subscribers* may use *listing content* in the *Bright Database* to support a valuation on a single, specific property for a single specific client or customer, such as through the creation of a comparative market analysis or broker price opinion.
- 2.3.2 Without a separate license agreement negotiated with Bright, a *subscriber* may not:
- i. Display or distribute any subset of *listing content* to an entity not actively engaged with a *Subscriber* in the sale, rental, or appraisal of a single, specific property.
 - ii. Use *listing content* to test, research, or develop new software programs, apps, or other products or services.
 - iii. Use *listing content* for purposes of analysis, research and development, or testing new products, whether for internal purposes or for other uses (sometimes referred to as a "back-office feed" or "analytics feed").
- 2.3.3 Subject to the terms in a license agreement with Bright, any advertising that uses statistical information based upon *listing content* other than the *listing broker's* own listing content, must include the following, or a substantially similar, notice:
- Based on information from Bright MLS for the period <date> through <date>.
- 2.4 Limiting Access to Passwords and Bright Database.** *Subscribers* may not permit (knowingly or negligently) the use of the *Bright Database* by anyone else, including by sharing passwords or access codes with any other person; each *subscriber* is liable to Bright for damages caused by unauthorized use in addition to sanctions under these Rules.
- 2.5 Required Documentation.** Brokers must retain copies of documents required by Bright's Rules and Policies (e.g., listing agreements and their modifications, purchase agreements, settlement statements, seller instructions on marketing and showings). Bright may at its discretion request a copy of written documentation required by the Rules and Policies to verify their adequacy and the information reported to Bright, and *Subscribers* must furnish requested copies within one business day.
- 2.6 Bright's Fees.** *Brokers* are financially responsible for the payment of all fees related to *Subscribers* associated with the *Broker*. Bright offers an option of a no-cost waiver of fees, dues, and charges for any *licensee* or *appraiser* who can demonstrate subscription to a different MLS where the *Broker* participates. *Brokers* must submit a certification of nonuse of the *Bright Service* by their licensees due to subscription to another MLS.
- 2.7 Orientation.** Each *Subscriber* is expected to complete any required orientation training within 60 *calendar days* after access is provided.

3. ENFORCEMENT

Bright's Policy on Rules Enforcement describes the sanctions and appeal process.

Appendix A - Definitions

Agreement of Sale includes agreement to lease (or rent) except when not italicized.

Appraiser means an individual licensed or certified by an applicable state regulatory agency to engage in the appraisal of real property.

Bright Database means any database maintained for the *Bright Service* consisting of *Listing Content*, *MLS Content*, and related informational content (which includes, by way of example and not limitation, text, data, *Images and Documents*, computer code (including HTML code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, “look and feel,” and arrangement of any *MLS Content* contained on or available through the *Bright Service*, and any other informational content stored by Bright). Bright owns the *Bright Database*.

Bright Service means Bright’s proprietary online and mobile real estate information service, including the Bright Database.

Broker means a broker of record, partner, corporate officer, or branch office manager who holds a current, valid real estate broker’s license.

Business Days are weekdays (Mondays through Fridays) except if a weekday falls on a federal holiday.

Buyer refers to a *broker’s* client or prospective client interested in *purchasing* a property.

Calendar Day/Day is a 24- hour period beginning and ending at 12:00 midnight Eastern Time, Monday through Sunday, including weekends and Federal Holidays, unless otherwise expressly provided.

Closed and Sold include “leased” (or “rented”) except when not italicized.

Cooperating Broker means any *Broker* who is engaged by a client to assist them to buy or rent a property.

Exclusive Agency Listing Agreement means a contractual agreement under which:

- a single listing broker is granted authority to act as the agent or as the legally recognized non- agency representative of the *Seller*, to the exclusion of all others during the term of the contract, and
- the *Seller* agrees to pay a fee or commission to the listing broker if the property is *sold* through the efforts of any real estate broker, but
- if the property is *sold* solely through the efforts of the *Seller*, the *Seller* is not obligated to pay a commission to the listing broker.

Exclusive Right to Sell Listing Agreement means a contractual agreement under which:

- a single listing broker is granted authority to act as the agent or as the legally recognized non- agency representative of the *Seller*, to the exclusion of all others during the term of the contract, and
- the *Seller* agrees to pay a fee or a commission to the listing broker, regardless of whether the property is *sold* through the efforts of the listing broker, the *Seller* or anyone else.

An *exclusive right to sell listing agreement* may include a provision allowing the *Seller* to name one or more individuals or entities as exemptions or exclusions to the listing agreement and if the property is *sold* to any so exempted or excluded *Buyer*, the *Seller* is not obligated to pay a fee or commission to the *listing broker*.

Images and Documents includes images, photographs, audio, sounds, video graphics, user interfaces, visual interfaces, artwork, documents, drawings, renderings, blueprints, and any other files submitted by a *Subscriber* to the *Bright Service* as part of *Listing Content*.

Internet Data Exchange (IDX) affords *Listing Brokers* the ability to authorize limited electronic display of their *listings* by other *Subscribers*.

Licensee means a licensed real estate salesperson affiliated with a *Broker*.

Listings or Listing Content means *Images and Documents*, and any other content referred to in *MLS Content*, that is submitted by a *Subscriber* in relation to listed properties or otherwise used by or relied upon by *Subscribers* in the *Bright Database*.

Listing Broker means a *Broker* engaged by a client to list a property for sale or rent.

MLS Content means individual units of, or collectively, any form of informational content contained in a real estate property listing (whether on or off market, active or sold), whether supplied by Bright, a *Subscriber*, or a third party that is stored in or made available through the *Bright Service*.

Net Listing Agreement means a listing which entitles the real estate broker to receive as compensation any amount over a given net amount to the Seller. *Net Listing agreements* may not be submitted to Bright (except where required by law and/or a *closed* property qualifies for inclusion in Bright *Database*).

Open Listing Agreement means a contractual agreement under which the *Listing Broker* acts as the agent or as the legally recognized non-agency representative of the *Seller*, and the *Seller* agrees to pay a commission to the *Listing Broker* only if the property is sold through the efforts of the *Listing Broker*. Bright does not accept properties listed subject to *open listing agreements* (except where required by law and/or a *closed* property qualifies for inclusion in Bright *Database*).

Purchase or sale includes lease/rent.

Seller means the entity that enters into a *listing agreement* with a *listing broker*.

Service Area

Bright's *Service Area* includes all counties in Delaware, Maryland, and the District of Columbia as well as the following counties in:

<u>New Jersey</u>	<u>Pennsylvania</u>	<u>Virginia</u>		<u>West Virginia</u>
Branchburg	Adams	Alexandria City	Orange	Berkeley
Burlington	Berks	Arlington	Page	Grant
Camden	Bucks	Caroline	Prince William	Hampshire
Cumberland	Centre	Clarke	Rappahannock	Hardy
Gloucester	Chester	Culpeper	Shenandoah	Jefferson
Hunterdon	Cumberland	Fairfax	Spotsylvania	Mineral
Mercer	Dauphin	Fairfax City	Stafford	Morgan
Middlesex	Delaware	Falls Church	Warren	Pendleton
Ocean	Franklin	City	Winchester City	
Salem	Fulton	Fauquier		
Somerset	Juniata	Frederick		
South River	Lancaster	Fredericksburg		
Trenton	Lebanon	City		
	Mifflin	King George		
	Montgomery	Loudoun		
	Perry	Madison		
	Philadelphia	Manassas City		
	Schuylkill	Manassas Park		
	York	City		

Short Sale means 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.

Subscriber means, individually or collectively, *Brokers*, *Licensees*, non-licensed personnel associated with a *Broker* and which access the *Bright Database* to assist the *Broker*, and *Appraisers*.

Appendix B - Status Definitions

All status changes must be submitted to the *Bright Service* within two calendar days.

Active - Properties currently subject to a listing agreement, after the listing term has begun, and thus submitted to Bright, in which the *Listing Broker* has been directed by the *Seller* to:

- set appointments for showings (new construction may not qualify), AND
- seek *agreements of sale* to present to the Seller; AND
- the listing is on the market and a written offer has not yet been accepted.

Active Under Contract - Properties in which a written offer has been accepted but the Seller agrees to:

- continue to show the property AND
- accept backup offers.

Sub-categories for *Active Under Contract* include, but are not limited to, Kick Out, Third Party Approval, Attorney Review Period, and First Right of Refusal.

Cancelled - Properties in which the listing agreement has been terminated prior to the expiration date.

Closed - Properties in which

- A successful closing has taken place and title has been transferred from *Seller* to *Buyer* or in which possession of a property has been transferred from a lessor to a lessee.
- the agreement of sale has been fulfilled or the lease agreement has been executed.

A listing may not be submitted after *closing*, with one exception: A *Broker* who is not the *Listing Broker* and participated in the sale of a property (i) not previously actively listed and marketed in the *Bright Database*, (ii) listed subject to an *open listing agreement*, (iii) listed subject to a *net listing agreement*, or (iv) listed by a real estate brokerage not participating in Bright may, after the *closing*, submit information about the property and the sale for inclusion in the *Bright Database*. The *Broker* must first obtain written permission from their client *Buyer* or *Seller* to submit the information to Bright.

Coming Soon - Properties currently subject to a listing agreement, after the listing term has begun, and thus required to be submitted to Bright, in which the *Listing Broker* has been directed by the *Seller*:

- to market (or pre-market) the property
- but not to set appointments for home tours, showings, or open houses during a current, specified time-period for any *Subscribers* or prospective *buyers*.

Coming Soon status should be used when a *Subscriber* will not start widely marketing the home for some time; the *Subscriber* should enter the property as Coming Soon and select whether or not the information will be shared on the Internet (this selection may be changed at any time). If a property will not be made known at all to prospective buyers for some time, then the listing should not yet be submitted to Bright until the MLS Entry Date (within 2 days of allowing any potential *buyer* to learn about the property).

Coming Soon status requires:

- a. No *agreement of sale* is currently in effect.
- b. This listing has not yet been on the market but will be on the market soon.
- c. A *listing agreement* has been executed but the property cannot be shown.
- d. When a listing's status is reported as *Coming Soon*, the showing appointment prohibition is deemed to apply to all *Subscribers*, including those affiliated with the listing broker. If a listing with a showing prohibition may be shown by at least one *licensee* affiliated with the listing office or listing company, the *Coming Soon* status may not be applied to the listing and the listing should be *Active*.
- e. During the period the status of a property is *Coming Soon*, if the *Listing Broker* receives an *agreement of sale* (whether solicited or not), it must be presented to the *Seller* in accordance with all applicable laws and regulations.

Expired - Listings of property in which the *listing agreement* has expired:

- the listing agreement has passed its contractually agreed upon expiration date, AND
- the *Listing Broker* has not secured permission from the *Seller* on or before that expiration date to extend the term of the listing for an additional period of time.

Office Exclusive – see Rules’ requirements for use of the Limited Marketing/Office Exclusive status.

Temporarily Off Market - *Listings* of property in which the *Seller* has requested the *Listing Broker* to:

- temporarily suspend the marketing of the property, AND
- not set appointments for showings, while the listing agreement between the Listing Broker and the Seller remains in effect.

The listing is off market, but a contract still exists between the *Seller* and the *Listing Broker* and the listing is expected to come back on market.

Pending - *Listings* of property in which:

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

Withdrawn - The *listing* has been *withdrawn* from the market, but a contract still exists between the *Seller* and the *Listing Broker* and there is no intention to bring the listing back on the market.

Appendix C - Property Types

Business Opportunity

Any business for sale that does not include the real property, but does include a leasehold interest in real property, which is transferred in conjunction with the business.

Commercial Lease

Commercial Lease property type includes buildings that are zoned for commercial use and are for lease and/or residential dwellings of 5+ units.

Commercial Sale

Commercial Sale property type includes buildings that are zoned for commercial use that are for sale and/or residential dwellings of 5+ units.

Farm

A property where agricultural and similar activities take place that is for sale.

Land

Vacant Land with no inhabitable improvement that is for sale. Land property type includes lots for sale.

Multifamily

Multifamily property type will include 2-4 unit residential properties that are for sale where all units are part of the transactions.

Residential

A single-family residence that is for sale. Residential property type will include residential dwellings of one unit.

Residential Lease

A single-family residence that is for lease. Residential Lease property type will include residential dwellings of one unit that are for lease.

Appendix D - Required Disclosures

The following disclosures are required if applicable to a *listing*:

- A. **Bright MLS Disclosures.** Promptly upon beginning to provide real estate brokerages services requiring a license, subscribers must deliver to their client, by hardcopy or electronically signable format, a disclosure form, as provided by Bright MLS, that explains how information is provided to and used by Bright MLS.
- B. **Short Sales.** *Listing Brokers* must disclose potential *short sales* details when reasonably known to the *Listing Brokers*, unless precluded by law.
- C. **Exempted Prospects.** *Exclusive agency listings* and *exclusive right to sell listings* with named prospects exempted must be identified, since they can present special risks of procuring cause controversies and administrative problems not posed by *exclusive right to sell listings* with no named prospects exempted. *Subscribers* should contact the *Listing Broker* or *Subscriber* to verify the identity of exempted prospects.
- D. **Contingencies.** Any contingency or conditions in a listing must be specified. The *Listing Broker* must update the *listing* if a contingency is fulfilled or renewed, or the agreement is *cancelled*.
- E. **Limited Services.** A *Subscriber* who will not provide one or more of the following services must disclose this limitation, so a potential *Cooperating Broker* may be aware of the need to provide some or all of these services to clients:
 - arrange appointments for *Cooperating Brokers* to show the listed property to potential buyers (*Cooperating Brokers* must be given authority to make appointments),
 - accept and present to the Seller *agreements of sale* for the property procured by *Cooperating Brokers* (*Cooperating Brokers* must be given authority to present *agreements of sale* directly to the Seller)
 - advise the Seller as to the merits of *agreements of sale*
 - assist the Seller in developing, communicating or presenting *counteroffers*
 - participate on the Seller's behalf in negotiations leading to the sale of the listed property
- F. **Subscriber's Interest in a Property.** If a *Subscriber* has any interest in a property being entered as a *listing*, that interest must be disclosed. Additionally, if a *Subscriber* wishes to acquire an interest in property listed with another *Listing Broker*, the contemplated interest must be disclosed in writing to the *Listing Broker* not later than the time an *offer to purchase* is submitted to the *Listing Broker*.

Appendix E

Policy on Images and Documents in the MLS

1. General

This policy applies to all *images and documents* included in the *MLS Database* and linked to/from the *MLS Database*. *Images and documents* include, but are not limited to, marketing materials, photos, virtual tours, drawings, artist renderings, floor plans, architectural drawings and other graphic representations including logos.

2. Subscribers Responsible for Obtaining Copyright Permissions

Each Subscriber agrees in the Bright Subscription Agreement to the following:

For all Listing Content provided to Bright MLS for use in the Bright MLS Service, Subscriber represents and warrants that Subscriber owns the copyright or has obtained the necessary Consents to grant and hereby grants to Bright MLS a non-exclusive, perpetual, worldwide, transferable, royalty-free license to use, distribute, reproduce, display, adapt, create derivatives of, perform, and distribute the Listing Content through and in connection with the Bright MLS Service in any form or manner and to sublicense such rights through multiple tiers, provided that Subscriber's Listing Content shall not be distributed for advertising purposes without Subscriber's prior consent. Bright MLS may use, distribute, reproduce, display, adapt, create derivatives of, perform, and distribute the Bright MLS Content, through and in connection with the Bright MLS Service in any form or manner and to sublicense such rights through multiple tiers.

If the subscriber did not create the image or document (e.g., take the photo), then a copyright release must be obtained from the individual holding the copyright interest in images, floor plans, and other copyrighted works to be submitted to the *MLS Database* whenever the interest is held by a party other than the submitting *Listing Broker* or the *Subscriber* affiliated with the *Listing Broker*.

A provision like the following should be included in each agreement with a photographer: "Photographer assigns all right, title, and interest, including copyrights and all intellectual property rights, in photographs to the broker and agrees to execute any further documents which may reasonably be necessary to effect this assignment."

3. General Requirements

- A.** Images should depict the property available for sale and may not convey any marketing or promotional messages made on behalf of the *Listing Broker* or associated *Subscriber*.
- B.** At least one photo must be submitted at the time of a *listing* entry, regardless of property type and status, except where the *Seller* expressly directs that images of the property are not to be submitted. The listing agent must upload other images to the listing within 72 hours, except when the status is in "Coming Soon" or the seller has requested in writing that additional images of the property are not to be submitted.
- C.** One photo must be a "curbside" view of the property that shows the property upon arrival. For new construction, an architectural rendering of the exterior elevation or the floor plan is permitted. For unimproved non-residential properties, a plat or survey of the property is permitted.
- D.** One photo is selected to be displayed as the primary photo.
- E.** *Subscribers* may not alter or remove the MLS's copyright legend from any image except for a *Listing Broker's* own images.
- F.** *Subscribers* may not use the following creative examples of content from a prior listing of a property for a current listing of the property without the express consent of the owner of proprietary rights in the media content: photographs, images, graphics, audio and video recordings, virtual tours, drawings, remarks, document attachments, and narratives related to the listed property.
- G.** The MLS may remove any image from the *MLS Database* that does not conform to the MLS's Rules.

4. Requirements Specific to Certain Images and Documents

A. Listing Photos and Renderings

- 1) Photos or non-photographic renderings of the subject property may include:
 - the exterior of the subject property (including the grounds and other structures)
 - the interior of the subject property
 - in the case of new construction, the exterior and/or interior of a similar property.
- 2) Photos or renderings for a specific property listed in the MLS may not include:
 - Images of any identifiable person — real, animated, computer-generated, or otherwise.
 - Any readable text, graphics, contact information of the list office, list agent(s), co- list agents(s), seller(s) or any other person or service provider involved in the marketing, sale or lease of the property.
 - Any contact or identifying information nor any text or graphics that have been added or superimposed on them.
 - Specifically, images may not include any brokerage firm's or *Subscriber's* identifying or contact information, image of the listing office, listing agent(s), co- listing agents(s), seller(s) or any other person or service provider involved in the marketing, sale, or lease of the property.
 - Any signs or identifying logos.

B. MLS Database Portraits of Subscribers

Photo portraits or renderings of *Subscribers* may not be included with data for a *listing*, but may be submitted for inclusion in the *MLS Database* for display on materials such as e-cards, flyers, and CMA cover pages. Typically, the photographer copyrights portraits taken by professional photographers and their use is subject to limitations. A copyright release should be secured for their use. MLS Database photo portraits, while ordinarily individual in nature, may include two or more *Subscribers* working as a group or a team.

C. Floor Plans

A floor plan (including if multiple pages) of the property may be submitted.

D. Virtual Tour Links

The MLS hosts only links to virtual tours, which are hosted by the *Subscriber's* service provider. Virtual tours are subject to the same content limitations as images, except that in no case may any person included in a virtual tour be identifiable or recognizable, and if a virtual tour includes readable text, in a sign or otherwise, its inclusion must be incidental to the purpose of the tour.

E. Virtual Staging

"Virtual Staging" means using software to create a photo or conceptual rendering of what a room or property could look like, if it was staged or lived in.

- 1) Virtually-staged photo(s)/rendering(s) must be disclosed in the MLS.
- 2) Modifying photo(s)/rendering(s) to include visual elements not within a property owner's control is strictly prohibited. For example, editing in a view of a scene that is not physically possible from the specified location in the real world.
- 3) Modifying photo(s)/rendering(s) to exclude visual elements not within a property owner's control is strictly prohibited. For example, removing power lines, water towers, or nearby highways.
- 4) Modifying photo(s)/rendering(s) to include personal property items not conveyed with the real property is permitted. For example, it is permitted to apply digital photos of furniture, mirrors, artwork, plants, etc. into a photo of an empty room, or to remove existing furniture from a photo and replacing it with digital images of furniture, mirrors, artwork, plants, etc.
- 5) Virtually-staged photo(s)/rendering(s) on either (a) To-Be Built; or (b) Under Construction; is permitted for all facets of real property conveyed to a buyer in a sale.

Appendix F

Policy on Digital Display

This policy describes the requirements for digital display of Bright listing information on any website or app, using any Bright-supplied data feed.

Bright supplies listing information for display in three forms: (1) an Internet Data Exchange (IDX) data feed, (2) a Virtual Office Website (VOW) data feed, and (3) a publicly accessible website or app feed. All three are available only to companies actively engaged in marketing residential real estate on behalf of home sellers.

Display Data Feed – The following rules apply to all sites and apps that permit the public to search and view listing information:

1. All sites and apps displaying Bright data must enable Bright's usage tracking service. Contact Bright for more information about how to enable this feature.
2. Each listing-detail page must enable a reasonable real estate consumer to understand: (a) who is the listing agent/broker (based on the information provided in Bright's data feed); (b) how to contact the listing agent/broker (based on the information provided in Bright's data feed); and (c) who is the advertising broker who controls the advertisement.
3. Each data licensee must not knowingly:
 - a. Encourage or facilitate Bright subscribers to violate Bright's requirements for its subscribers, including the requirements for subscribers to enter listing information into the MLS and to cooperate with other subscribers on behalf of their respective clients.
 - b. Obtain from another source the same information supplied by Bright, except for purposes of the site/app-operating broker's own listings.
 - c. Use the data provided by Bright to test, research, or develop new software programs, apps, or other products or services.
 - d. Share the data provided by Bright with any third party other than for purposes of facilitating the operation of the licensee's site or app.
4. Any content added to a property's information (e.g., photos, videos, descriptive information about a neighborhood or home) must promptly be removed at a listing broker's request.
5. For sites/apps operated by companies actively engaged in the residential real estate business but are not eligible for IDX/VOW feeds as a Bright Subscriber, a separate license agreement must be signed with Bright.
6. All sides and apps displaying Bright data may not create, facilitate, or support any non-MLS mechanism for Bright subscribers, sellers, or landlords to make offers of compensation to buyer/tenant brokers or other buyer/tenant representatives, outside of the negotiations of a purchase/lease agreement.

INTERNET DATA EXCHANGE (IDX)

IDX affords MLS *Brokers* the ability to authorize limited electronic display and delivery of their *listings* by other *Brokers* via the following authorized mediums under the *Broker's* control: websites, mobile apps, and audio devices. As used throughout this policy, "display" includes "delivery" of *listings*. The database maintaining the *IDX* data is copyrighted by Bright.

Section 1

The *Listing Broker's* consent for display of their *listings* by other *Brokers* for real estate brokerage purposes is pursuant to Bright's Rules is presumed unless precluded by law or unless a *Listing Broker* affirmatively notifies Bright that the *Listing Broker* refuses to permit the display on either a blanket or a listing-by-listing basis.

Listing Brokers that refuse to permit other *Brokers* to display their listing information on a blanket basis may not download, frame or display the aggregated listing data of other *Brokers*. Even where *Brokers* have given blanket authority for other *Brokers* to display their *listings* on *IDX* sites, such consent may be withdrawn on a listing-by-listing basis where the *Seller* has prohibited all Internet display or other electronic forms of display or distribution.

Section 2

Participation in *IDX* is available to all *Brokers* engaged in real estate brokerage who consent to display of their *listings* by other *Brokers*.

- a. *Brokers* must notify the MLS of their intention to display *IDX* information, and must give the MLS direct access for purposes of monitoring and ensuring compliance with applicable rules and policies.
- b. *Brokers* may authorize their affiliated *Licensees* to participate in *IDX* using separate URLs by filling out a broker authorization form, available on the website. *Licensees* affiliated with a *Broker* may display information available through *IDX* subject to:
 - i. their *Broker's* consent and control, and
 - ii. the requirements of all applicable state law and/or regulation, and Bright Rules and this policy.

Such a *Licensee*, upon acceptance by Bright of a broker authorization form (available from Bright) to display content obtained from Bright's *IDX Database* shall be considered an *IDX Subscriber*.

- c. Sharing of the *IDX* data (or any portion thereof) with any third party not authorized by Bright is prohibited. Bright requires a licensing agreement (provided by Bright) between Bright and any third-party vendor who hosts or maintains an *IDX* website or who hosts, maintains, or downloads the Bright *IDX* data (or any portion thereof).

Section 3

Brokers and Licensees may not use *IDX*-provided *listings* for any purpose other than display and as provided in Bright's Rules and this policy.

- a. Except as provided in the *IDX* policy and these rules, an *IDX* site or a *Broker or Licensee* operating an *IDX* site or displaying *IDX* information as otherwise permitted may not distribute, provide, or make any portion of the *IDX Database* available to any person or entity.
- b. *Brokers* may use *IDX* data to create or have created by a third-party an automated estimate of the market value of a *listing* to be displayed by the *Broker or their Licensee* on their *IDX* web site in immediate conjunction with the *listing*.
- c. *Brokers and Licensees* are not required to prevent, and are permitted to enable, indexing of displayed *IDX listings* by search engines.
- d. *Listings*, including property addresses, are included in *IDX* data except where a *Seller* has directed their listing *Broker* to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.
- e. *Brokers and Licensees* must refresh all MLS downloads and *IDX* displays automatically fed by those download at least once every twelve hours.
- f. Any *IDX* display may appear only on a site controlled by an *Broker or Licensee* and must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the *IDX* policy and these rules, "control" means the ability to add, delete, modify and update information as required by the *IDX* policy and MLS rules.
- g. Any *IDX* display controlled by a *Broker or Licensee* or that
 - i. 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
 - ii. 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 for the *Seller's listings* at the request of the *Seller*. The listing *Broker or Licensee* shall communicate to Bright that the *Seller* has elected to have one or both of these features disabled or discontinued on all displays controlled by *Broker*, and Bright will provide that information to each *Broker and Licensee* operating an *IDX* display. Except for the foregoing, and subject to Section 2(i), a *Broker's or Licensee's IDX* display may communicate the *Broker's or Licensee's* professional judgment concerning any listing. Nothing shall prevent an *IDX* display from notifying customers that a particular feature has been disabled at the request of the *Seller*.

h. *Brokers and Licensees* 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 *Broker or Licensee* beyond that supplied by the MLS and that relates to a specific property. *Brokers and Licensees* 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 *Subscriber* for the property explaining why the data or information is false. However, *Brokers and Licensees* shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

i. 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 (thumbnails, text messages, tweets, etc. of 200 characters or less) are exempt from the requirement only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

j. Bright uses (directly and through a third party) monitoring codes, trackers, and other software (the “*Monitoring Code*”) to compile statistics about internet activity and site visits, and to monitor compliance with Bright’s policies. Use of the *Listing Content* under this policy is conditioned upon enabling the Monitoring Code on all digital displays and applications in the manner directed in writing by Bright within 60 days of Bright’s written instruction (or sooner, as reasonably may be directed by Bright).

Section 4

Display of listing information pursuant to *IDX* is subject to the following rules:

a. *Listings* displayed pursuant to *IDX* shall contain only those fields of data designated by Bright. Display of all other fields (as determined by Bright) is prohibited. Confidential fields intended only for other MLS *Brokers and Licensees* (e.g., showing instructions, property security information, etc.) may not be displayed on *IDX* sites.

b. *Brokers and Licensees* shall not modify or manipulate the data relating to another *Broker’s listings*.

c. *Brokers and Licensees* may limit the subset of *IDX listings* they choose to display based only on objective criteria that does not violate the Bright Rules or the NAR Code of Ethics and is not based on an agreement with another *Listing Broker*. The selection of *listings* that may be displayed through *IDX* must be independently made by each *Broker or Licensee*.

d. Any search result identifying another *Broker’s* listing which only displays seven or fewer data fields and which does not provide for the display of photos (when available) must display either the listing company’s or firm’s name or the Bright-approved *IDX* icon. All other search results displaying another *Broker’s* listing must bear the listing company’s or firm’s name and may (but is not required to) display the Bright- approved *IDX* icon.

e. If the name(s) of any affiliated licensee(s) is/are co-branded with the name of the brokerage firm or company, the display of such co-branding must conform with the regulatory requirements of all states for which the *Broker* chooses to display Bright *IDX* properties.

Exception: In the event of a mutually exclusive conflict between the regulatory requirements of states for which *Broker* chooses to display properties, *Broker* must display Bright *IDX Database* properties located in such states on separate pages or windows of the web site branded to conform with such states regulatory requirements.

f. On websites, print outs, or e-mails which display Bright *IDX* content, the following notifications, explanations and/or disclosures must appear legibly, either on 1) the website home page, or 2) every website page used to search for Bright *IDX* content, or 3) if not on pages of the website as described in 1 or 2, then on all website pages which display Bright *IDX* content:

i. An explanation of the nature of the *IDX* program

ii. A disclosure that Bright is the source (or a source) of the *IDX* content on the website

iii. A notification that the property information being provided on or through the website is for the personal, non-commercial use of consumers and such information may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing

iv. A notification that some properties which appear for sale on the website may no longer be available because they are for instance, under contract, sold or are no longer being offered for sale.

v.A Bright copyright notification using the following wording: “©<current year> Bright, All Rights Reserved” or “Copyright <current year> Bright, All Rights Reserved”

vi.A disclosure that the property information displayed is deemed reliable but is not guaranteed.

g. Websites displaying listing content obtained through the Bright *IDX* data feed may not use the term “MLS” or the words “Multiple” (or “Multi”) “Listing” (or “List”) “Service” (or “System”) together or in any combination in a website address (URL) or website name in a manner that would lead a reasonable consumer to believe the website is a multiple listing service or provides access for consumers to a multiple listing service. In addition, nowhere on a website that displays *listings* obtained through the Bright *IDX* program may there be any assertion, reference, indication or suggestion that “the MLS”, “the Multiple Listing Service”, “the Multiple Listing System”, “Bright”, “the Bright Multiple Listing Service” or “the Bright Multiple Listing System” can or is being searched or viewed.

h. *Displays may be augmented with property information from other sources to appear on the same search results and in the same listing-detail display, with the source(s) of the information clearly identified in the search results and on the listing-details page, in immediate proximity to the information. For properties obtained from Bright, each must state “Property Information from Bright MLS”.*

Virtual Office Website (VOW) Display Rules

VIRTUAL OFFICE WEBSITE (VOW)

Section 1

a. A Virtual Office Website (“VOW”) is a *Broker’s* Internet website, or a feature of a *Broker’s* website, through which the *Broker* is capable of providing real estate brokerage services to consumers with whom the *Broker* 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 *Broker’s* oversight, supervision, and accountability. A non-principal broker or licensee affiliated with a *Broker* may, with their *Broker’s* consent, operate a VOW. Any VOW of a non-principal broker or licensee is subject to the *Broker’s* oversight, supervision, and accountability.

b. As used in Section 1 of these Rules, the term “*Broker*” includes a *Broker’s* affiliated non-principal brokers and licensees – except when the term is used in the phrases “*Broker’s* consent” and “*Broker’s* oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a *Broker*, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a *Broker*.

c. “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a *Broker* to operate a VOW on behalf of the *Broker*, subject to the *Broker’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 *Broker*. No AVP has the right to use MLS Listing Information except in connection with operation of a VOW on behalf of one or more *Brokers*. Access by an AVP to MLS Listing Information is derivative of the rights of the *Broker* on whose behalf the AVP operates a VOW.

d. As used in Section 1 of these Rules, the term “MLS Listing Information” refers to *active* listing information and sold data provided by *Brokers* to the MLS and aggregated and distributed by Bright to *Brokers*.

Section 2

a. The right of a *Broker’s* VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the *Broker* has participatory rights. However, a *Broker* 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 *Broker’s* VOW, including any VOW operated on behalf of a *Broker* 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 *Broker* need not obtain separate permission from other MLS Participants whose *listings* will be displayed on the *Broker’s* VOW.

Section 3

a. Before permitting any consumer to search for or retrieve any MLS Listing Information, the *Broker* must take each of the following steps:

i.The *Broker* 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 *Broker* must obtain the name of, and a valid email address for, each Registrant. The *Broker* 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 *Broker* 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 *Broker* 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 *Broker* may, at their option, supply the user name and password or may allow the Registrant to establish its user name and password. The *Broker* must also assure that any email address is associated with only one user name and password.
- b. The *Broker* must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The *Broker* must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The *Broker* must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.
- c. If Bright has reason to believe that a *Broker's* VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the *Broker* shall, upon request of Bright, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The *Broker* shall also, if requested by Bright, provide an audit trail of activity by any such Registrant.
- d. The *Broker* 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 *Broker*;
 - 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 *Broker*. Any agreement entered into at any time between the *Broker* and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the *Broker* 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 Bright, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with Bright rules and monitoring display of *Brokers' listings* by the VOW. The Agreement may also include such other provisions as may be agreed to between the *Broker* and the Registrant.
- g. Bright uses (directly and through a third party) monitoring codes, trackers, and other software (the "*Monitoring Code*") to compile statistics about internet activity and site visits, and to monitor compliance with Bright's policies. Use of the *Listing Content* under this policy is conditioned upon enabling the Monitoring Code on all digital displays and applications in the manner directed in writing by Bright within 60 days of Bright's written instruction (or sooner, as reasonably may be directed by Bright).

Section 4

A *Broker'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 *Broker* to ask questions, or get more information, about any property displayed on the VOW. The *Broker*, or a non-principal broker or licensee licensed with the *Broker*, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that *Broker* and displayed on the VOW.

Section 5

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

Section 6

a. A Broker'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 Broker 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. The Broker shall retain such documentation/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 7

a. Subject to subsection (b), a *Broker'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 *Broker* 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 Bright that the Seller has elected to have one or both of these features disabled or discontinued on all *Brokers'* websites. Subject to the foregoing and to Section 8, a *Broker's* VOW may communicate the *Broker's* professional judgment concerning any listing. A *Broker's* VOW may notify its customers that a particular feature has been disabled "at the request of the Seller."

Section 8

A *Broker'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 *Broker* beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The *Broker* 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 *Broker* shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

Section 9

A *Broker* shall cause the MLS Listing Information available on its VOW to be refreshed at least once every twelve hours.

Section 10

Except as provided in Bright's Rules and this policy, a *Broker* may not use a VOW data feed from Bright for any other purpose.

Section 11

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

Section 12

A *Broker's* VOW may exclude *listings* from display based only on objective criteria.

Section 13

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

Section 14

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

Section 15

A *Broker* 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 *Broker* 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 16

A *Broker* shall cause to be placed on their VOW a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by Bright. A *Broker's* VOW may include other appropriate disclaimers necessary to protect the *Broker* and/or Bright from liability.

Section 17

A *Broker* shall limit the number of *listings* that a Registrant may view, retrieve, or download to not more than 500 current *listings* and not more than 500 sold *listings* in response to any inquiry.

Section 18

A *Broker* shall cause every listing displayed on their 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

A *Broker* shall cause every listing displayed on their VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched and displayed separately from *listings* in the MLS.

Section 20

Brokers and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Appendix G

Policy on Fair Housing

Bright believes that fair housing is more than a list of rules. Fair housing means our subscribers participate in an open market that embraces equal opportunity.

Fair housing regulations are found on all levels of government. The United States Fair Housing Act prohibits discrimination in the buying, selling, renting or financing of housing. This includes discrimination based on race, color, national origin, religion, sex, familial status, disability or any other characteristics from a protected class. State and local laws also prohibit discrimination, often on a broader set of criteria, including discrimination based upon sexual orientation, gender identity or expression, and source of lawful income. These are expressly covered by most jurisdictions in Bright MLS's footprint. These also may be covered by the federal fair housing laws' protections against discrimination having a disparate impact on protected classes of individuals.

Bright MLS prohibits all forms of recognized discrimination on a consistent basis for all subscribers, including by not permitting remarks that are recognized by any Bright MLS jurisdiction to be discriminatory. Bright MLS routinely searches listings for potential violations, including using the terms listed below, which likely reflect a discriminatory remark.

Bright MLS subscribers must comply with applicable fair housing laws and regulations, including those at the state and local level. To familiarize yourself with these laws, each jurisdiction is listed below:

- **Delaware:** <https://statehumanrelations.delaware.gov/fair-housing-information-center/>

Delaware prohibits discrimination on the basis of race, color, national origin, religion, sex, disability, familial status, marital status, sexual orientation, gender identity, creed, age, and source of income:

- **District of Columbia:** <https://ohr.dc.gov/fairhousing>

D.C. prohibits discrimination on the basis of race, color, sex (including pregnancy), national origin, religion, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, victim of intra-family offense, or place of residence or business.

- **Maryland:** <https://mccr.maryland.gov/Pages/Housing-Discrimination.aspx>

Pursuant to State Government Article, §20-702, Annotated Code of Maryland, it is the policy of the State of Maryland to provide for fair housing throughout the State, to all its citizens, regardless of race, color, religion, sex, familial status, national origin, marital status, sexual orientation, gender identity, disability, or source of income.

Maryland prohibits discrimination on the basis of sexual orientation and gender identity.

Several Maryland counties also prohibit discrimination on the basis of source of lawful income.

<http://www.mdrealtor.org/Programs/Housing-Programs/Fair-Housing>.

Legislation is pending the governor's signature to make source of income discrimination prohibited state-wide.

- **New Jersey:** <https://www.nj.gov/oag/dcr/housing.html>

The New Jersey Law Against Discrimination prohibits discrimination in housing, and prohibits housing advertisements or listings that express any discrimination or limitation based on race, national origin, religion, gender, disability, family status, sexual orientation, gender identity or expression, and source of lawful income, including Section 8 housing choice vouchers, SRAP (State Rental Assistance Programs), and TRA (temporary rental assistance). The New Jersey Law Against Discrimination is enforced by the New Jersey Division on Civil Rights. To find out more, please visit www.njcivilrights.gov or call 866-405-3050.

- **Pennsylvania:** [Fair Housing - PA Department of Community & Economic Development](#)

Pennsylvania prohibits discrimination on the basis of race, color, national origin, religion, sex, familial status, age, ancestry, or pregnancy.

Many jurisdictions throughout Pennsylvania have also enacted local anti-discrimination ordinances that ensure equal access to housing, regardless of a person's marital status, sexual orientation, gender identity, source of income and other characteristics.

- **Virginia:** <http://www.dpor.virginia.gov/FairHousing/>
[Virginia's Fair Housing Law](#) makes it illegal to discriminate in residential housing on the basis of race, color, religion, national origin, sex, elderliness, familial status, and disability, as well as (effective July 1, 2020) sexual orientation, gender identity, and source of lawful income.
- **West Virginia:** <https://hrc.wv.gov/Pages/Housing.aspx>
West Virginia prohibits discrimination on race, color, religion, ancestry, sex, familial status, blindness, handicap or national origin.

If you have questions about Fair Housing, contact the civil rights agency in your state.

Search terms currently being used by Bright MLS to flag for staff review those user entries in the remarks field that may violate the prohibition on discrimination based upon source of income.

COVID-19
 Emergency Rental Assistance Program CVERAP
 C.V.E.R.A.P.
 Government Assistance
 Housing assistance
 Housing Choice Voucher
 Housing Choice Vouchers
 HCV
 H.C.V.
 HCVs
 HCV's
 H.C.V.s
 H.C.V.'s
 HUD
 H.U.D.
 Rapid
 Section 8
 Sec 8
 Sec-8
 Sec.8
 Section Eight
 S8
 S-8
 State Rental Assistance Program
 SRAP
 S.R.A.P.
 Subsidy Subsidies Subsidized
 Temporary Rental Assistance
 TRA
 T.R.A.
 Voucher
 Vouchers