

Rules and Regulations
of
UtahRealEstate.com

Revised February 27, 2026

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Definitions

- A. **“Agent”** means and refers to a real estate agent or associate broker who is licensed by the applicable governmental agency in Utah, Idaho, or any other state approved by URE.
- B. **“Agent Subscriber”** is an Agent who meets all of the following requirements:
- i. The individual is an Agent or a Broker;
 - ii. The individual is employed by or affiliated as an independent contractor with a Broker Participant;
 - iii. The individual has agreed to the Rules;
 - iv. The individual pays all applicable Subscription Fees;
- C. **“Appraiser Participant”** is an Appraiser who meets all of the following requirements:
- i. The individual is a real estate appraiser who is licensed by the applicable governmental agencies to perform appraisals in Utah, Idaho, or any other state approved by URE;
 - ii. The individual is a principle, partner, or corporate officer for an appraisal firm;
 - iii. The individual has agreed to the Rules;
 - iv. The individual pays all applicable Subscription Fees;
- D. **“Appraiser Subscriber”** is an Appraiser who meets all of the following requirements:
- i. The individual is a real estate appraiser who is licensed by the applicable governmental agencies to perform appraisals in Utah, Idaho, or any other state approved by URE;
 - ii. The individual is employed by or affiliated as an independent contractor with an Appraiser Participant;
 - iii. The individual has agreed to the Rules;
 - iv. The individual pays all applicable Subscription Fees;
- E. **“Association”** means and refers to an Association or Board of REALTORS® established and operated in accordance with the applicable rules and regulations of the National Association of REALTORS®.
- F. **“Broker”** means and refers to a principal real estate broker who is licensed by the applicable governmental agency in Utah, Idaho, or any other state approved by URE.
- G. **“Broker Participant”** is a Broker who meets all of the following requirements:
- i. The individual is a Broker;

- ii. The individual is a principal broker, as defined by the applicable state governmental agency, or a branch office managing broker acting on behalf of a principal broker;
 - iii. The individual has agreed to the Rules;
 - iv. The individual pays all applicable Subscription Fees;
- H. **“Business Day”** means and refers to a weekday, and excludes weekends and holidays recognized by URE.
- I. **“Buyer”** means and refers to the buyer[s] or lessee[s] of a property which is the subject of a Listing.
- J. **“Clerical Users”** means and refers to individuals (whether they are state licensed real estate professionals or administrative employees) who use the MLS under the direct supervision of a Broker Participant or Agent Subscriber and who perform only administrative and clerical tasks that do not require a real estate license. Clerical Users shall also be subject to the following requirements:
 - i. The individual must not be practicing Brokers or Agents;
 - ii. The individual must utilize a unique login and password;
 - iii. The individual must pay all applicable Subscription Fees;
 - iv. The individual shall agree to and be bound by the Rules;
- K. **“Cooperating Broker”** means and refers to a Broker Participant who represents a Buyer in the sale or lease of a Listing.
- L. **“Exclusive Agency Listing”** means and refers to a Listing where the Listing Broker is the exclusive agent of the Seller or where the Seller authorizes the Listing Broker to cooperate with other brokers in the sale of the property, but also reserves to the Seller the general right to sell the property on an unlimited or restrictive basis.
- M. **“Exclusive Office Listing”** means and refers to a listing that, pursuant to the instructions of the Seller, is not publicly marketed, not submitted to the MLS, and not included in the MLS Compilation.
- N. **“Exclusive Right to Sell Listing”** means and refers to a Listing where the Seller gives exclusive authorization to the Listing Broker to act as the agent or as the non-agency representative of the Seller and to cooperate with other Broker Participants in the sale of the property.
- O. **“Limited Marketing Listing”** is a Listing that is accessible to other Participants and Subscribers (and their respective clients) through the MLS; however, at the direction of the Seller, the Limited Marketing Listing has been delayed or limited from being publicly marketed via IDX (as defined in these rules) and syndication. A Listing can remain

designated as a Limited Marketing Listing for any period of time directed by the Seller, and while designated as a Limited Marketing Listing, the Listing Broker and Listing Agent can market the property in any other manner consistent with the Seller's choice.

- P. **"Listing"** means and refers to a listing entered into the URE MLS by a Participant or Subscriber to market, sell, or lease the property that is the subject of a Listing Agreement, and includes Exclusive Right to Sell Listings, Exclusive Agency Listings, and Exclusive Office Listings.
- Q. **"Listing Agreement"** means and refers to an enforceable, written, and fully executed agreement between a Listing Broker and Seller whereby, among other things, the Listing Broker agrees to provide real estate sales services to the Seller.
- R. **"Listing Broker"** means and refers to a Broker Participant who represents a Seller in the sale or lease of a Listing.
- S. **"Listing Content"** means and refers to the information submitted to the MLS for a Listing, and 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 a property listed for sale or lease in the URE MLS.
- T. **"MLS Compilation"** means and refers to the URE MLS database that includes, but is not limited to: all Listings, all Listing Content, all derivative works related to Listings and Listing Content, information from third party sources, and any additional information added into the MLS database by URE, Participants, Subscribers, and any other third party.
- U. **"Participant"** means and refers to any individual who meets and continues to meet all of the requirements of either a Broker Participant or an Appraiser Participant.

Note: Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperate means that the Broker Participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, share information on listed property, and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. "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 cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interest of their client[s]. This requirement does not permit an MLS to deny participation to Participant or potential Participant that operates a VOW, including a VOW that the Participant uses to refer customers to other Participants, if the Participant or potential Participant actively endeavors to cooperate. An MLS may evaluate whether a Participant or potential Participants “actively endeavors during the operation of its real estate business” to “cooperate” 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.

- V. “Rules”** means and refers to these Rules and Regulations, the URE End User License Agreement, the URE Terms of Use, and the URE Privacy Policy (available at www.UtahRealEstate.com), as amended from time to time.
- W. “Seller”** means and refers to the seller[s] or lessor[s] of a property which is the subject of a Listing.
- X. “Seller Concessions”** means and refers to any special financing or sale concessions that are offered by the Seller to the Buyer. If a Seller Concession includes a payment to a Buyer to be used to pay a Cooperating Broker or other broker, said concession payment is prohibited from being disclosed on the MLS.
- Y. “Subscriber”** means and refers collectively to Agent Subscribers, Appraiser Subscribers, Appraiser Trainee Subscribers, and Clerical Users.
- Z. “URE”** means and refers to UtahRealEstate.com.

MLS Purpose and Membership Requirements

The URE Multiple Listing Service (“MLS”) is a means by which cooperation among Broker Participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses and other valuations of real property for bonafide clients and customers; by which Appraiser Subscribers engaging in real estate appraisals contribute to common databases; and is a facility for the orderly correlation and dissemination of Listing information among the Participants and Subscribers so that they may better serve their clients, customers and the public.

Upon the request of a Broker Participant, any Agent of such Broker Participant who enters into or accepts the terms of the Rules shall become an Agent Subscriber. No Agent may become or remain an Agent Subscriber if the Agent Subscriber’s Broker does not meet the requirements of a Broker Participant. No appraiser or appraiser trainee may become or remain an Appraiser Subscriber or Appraiser Trainee Subscriber if the appraiser who employs or supervises said appraiser trainee does not meet the requirements of an Appraiser Participant.

Use of information developed by or published by URE is strictly limited to the activities authorized under a Broker Participant’s licensure 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 URE where access to such information is prohibited by law.

1. Listing Procedures

1.0.1 Listing Submission. For any Listing submitted to the MLS, there must be a Listing Agreement. Every Listing shall be submitted to the MLS within five (5) Business Days of the effective date of the Listing Agreement. The following are exceptions to this Rule:

- a. The Clear Cooperation & Marketing Rule
- b. Commercial, industrial, and business properties.
- c. Residential properties with five or more units.
- d. Land and lots, new construction properties which are under construction or which are to be built.
- e. Listings in the “Mobile Homes Without Land” category.
- f. Exclusive Office Listings.

Note: The MLS may not require a Participant to submit listings 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 a property data form may be required as approved by the MLS. However, the MLS, through its legal counsel: (i) may reserve the right to refuse to accept a listing which fails to adequately protect the interests of the public and the Participants; (ii) assure that no listing form filed with 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 Listings and Exclusive Agency Listings and may accept other forms of agreements which make it possible for the Listing Broker to cooperate with other Participants of the MLS acting as Agent Subscribers. The Listing Agreement must include the Seller's written authorization to submit the Listing Agreement to the MLS. The Exclusive Agency Listing also authorizes the Listing Broker, as exclusive agent, to cooperate with other Broker Participants in the sale of the property, but also reserves to the Seller the general right to sell the property on an unlimited or restrictive basis.

1.0.2 Clear Cooperation & Public Marketing. Within one (1) Business Day of marketing a property to the public, the Listing Broker must submit the Listing to the MLS for cooperation with other MLS Participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing which includes email blasts, multi-brokerage listing sharing networks, and any other applications available to the general public.

1.1 Property Types. The following are some of the types of properties that may be entered into the MLS (This list of properties is subject to change):

- a. Residential (single family, condo, twin, townhouse)
- b. Residential Lease
- c. Residential Income
- d. Land
- e. Farm
- f. Commercial

1.2 Listing Input Completion. Any Listing input into the MLS shall be complete in every detail which is ascertainable as specified on the Listing input form.

1.2.1 Accuracy of Listing Data. Participants and Subscribers are required to submit accurate Listing data and are required to correct any known errors or inaccuracies.

1.3 Seller Disclosure for Exclusive Office Listings and Limited Marketing Listings. A Listing Broker is required to obtain a Seller-signed disclosure form for each Exclusive Office Listing and each Limited Marketing Listing. The disclosure form must be signed by the Seller and include all of the following information:

- a. Disclosure about the professional relationship between the Listing Broker and the Seller;
- b. An acknowledgement that the Seller understands the MLS benefits they are waiving or delaying by withholding the listing from the MLS as an Exclusive Office Listing or by having the Listing designated as a Limited Marketing Listing, such as broad and immediate exposure of their Listing through the MLS;

- c. Confirmation of the Seller's decision that their listing not be publicly marketed and disseminated by the MLS to other MLS Participants and Subscribers as an Exclusive Office Listing or that their Listing will not have immediate public marketing through IDX and syndication as a Limited Marketing Listing.

For any Exclusive Office Listing, the Listing Agent Subscriber or Listing Broker must provide URE with notice of said Exclusive Office Listing by submitting URE's then current MLS Listing Exclusion Notice found within the MLS within five (5) Business Days of the effective date of the applicable Listing Agreement.

1.4 Listing Status. The following are definitions of the listing statuses contained in the MLS:

- a. "Active" means the Listing is available for sale or lease and no offers (with or without contingencies) have been accepted. A Listing in the "Active" status must be available for showings within a reasonable period of time after the Listing has been placed in the Active status. This is an on-market status.
- b. "Active T/C" means the Listing is under contract with an accepted offer, but a "Time Clause" addendum is in place and the Buyer and Seller agree that the property is to remain on-market so that additional offers may be solicited. This is an on-market status.
- c. "Backup" means the Seller has accepted an offer on the Listing, but the Seller requests that the property remain on-market to solicit additional, back-up offers. This is an on-market status.
- d. "Under Contract" means the Listing is under contract with an accepted offer. This is an off-market status.
- e. "Active – No Show" means the Listing is temporarily not available for showings per the Seller's request. A valid Listing Agreement is in effect.
- f. "Withdrawn" means that a valid Listing Agreement is in effect, however, the Seller and Listing Broker have agreed to withdraw the listing from being marketed through the MLS.
- g. "Canceled" means the Listing Agreement has been terminated prior to the expiration date specified in the Listing Agreement.
- h. "Expired" means the termination date of the Listing Agreement has passed, and a valid Listing Agreement for this Listing is no longer in effect.
- i. "Sold" means the Listing has sold and title to the property has transferred from the Seller to the Buyer.
- j. "Leased" means the Listing has been leased.

1.4.1 Change of Listing Status. Participants and Subscribers must specify the status of a Participant's or Subscriber's Listing on the MLS in accordance with the status definitions in the Rules. Except as otherwise set forth in the Rules, Participants and Subscribers must submit a change to the status of a Participant's or Subscriber's Listing as follows:

- a. Within three (3) Business Days of the date on which an offer is accepted.

- b. Within three (3) Business Days of the date on which a contingency on an offer has been satisfied.
- c. Within three (3) Business Days of the date on which a Participant's or Subscriber's Listing Agreement has Expired.
- d. Within three (3) Business Days of the date on which a Broker Participant receives from the Seller a signed written request to change the status of the Listing.
- e. Within three (3) Business Days of the date on which the Seller enters into a real estate purchase contract for the property included in any Listing, the Participant or Subscriber shall change the status of the subject Listing in the MLS to Under Contract. However, if the real estate purchase contract requires or allows the Seller to solicit or accept subsequent offers during the pendency of the sale, including a Short Sale (as defined in Section 5.0.5 these Rules), the Participant's or Subscriber's Listing shall be placed in the Active T/C listing status or be listed in the Backup listing status during the period that other offers may be accepted. If a property listed as Active, and not a Short Sale, is no longer available for showing by the Listing Broker or if additional offers are not being solicited or accepted, the Listing shall be changed to Active – No Show or Under Contract within three (3) Business Days.
- f. Within three (3) Business Days after an Active property listed as a Short Sale becomes subject to a Real Estate Purchase Contract, signed by the Seller and the Buyer, and submitted to a third party, including a lender, for review and/or approval, the Participant or Subscriber shall change the status of the Listing to Backup and the Listing shall clearly disclose that it is a Short Sale, with an offer under third party review.
- g. Within five (5) Business Days of the date of the sale of the property included in any Listing, Participant or Subscriber shall change the status of the Listing in the MLS to Sold, and shall Submit to URE the final sales price, sale date, Seller Concessions, and other sold information as required by the Rules.
- h. Within three (3) Business Days of the date of cancelation of any pending sale, a Participant or Subscriber shall change the status of the Listing to the applicable Listing status.
- i. Within three (3) Business Days of the date of any change to a Listing or on the date on which any information in a Participant's or Subscriber's Listing is no longer accurate.
- j. When a Listing Agreement has been canceled and terminated, a Participant or Subscriber shall change the status of the Listing to Canceled within twenty-four (24) hours of the time the Listing Agreement is canceled and terminated.

1.5 Cancellation and Withdrawal of Listing Prior to Expiration. Listings may be canceled or withdrawn from the MLS by the Listing Broker before the expiration date of the Listing Agreement, provided notice is filed with URE. URE may request a copy of the agreement between the Seller and the Listing Broker which authorizes the cancelation or withdrawal of the Listing.

Sellers do not have the unilateral right to require an MLS to cancel or withdraw a Listing without the Listing Broker's concurrence. However, when a Seller can document that an exclusive relationship with the Listing Broker has been terminated, the MLS may cancel the Listing at the request of the Seller.

1.6 Contingencies Applicable to Listings. Any "contingency" or condition of any term in a Listing shall be specified on the Listing and made available to the Participants and Subscribers in the MLS.

1.7 Listing Price Specified. The full gross Listing price stated in the Listing Agreement shall be included in the Listing published in the MLS, unless the property is subject to an auction.

1.8 Listing Multiple Unit Properties. All properties which are to be sold or which may be sold separately must be indicated individually in the Listing and on the Listing input form. When part of a listed property has been sold, proper notification should be given to the MLS.

1.9 No Control of Commission Rates or Fees Charged by Participants. URE shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, URE shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between Cooperating Brokers or between Participants and nonparticipants. URE shall make no rule on the division of commissions between Participants and non-participants, which should remain solely the responsibility of the Listing Broker.

1.10 Expiration of Listings. A Participant's or Subscriber's Listing expires on the date specified in the Listing Agreement, unless renewed by the Broker Participant and notice of renewal or extension is submitted to the MLS prior to expiration. If notice of renewal or extension is received after the Listing has Expired, the extension or renewal will be published in the same manner as a new Listing. Extensions and renewals of Listings must be signed by the Seller and filed with the MLS.

1.11 Termination Date on Listings. Each Listing shall specify a definite and final termination date, as negotiated between the Listing Broker and Seller.

1.12 Service Area. Only Listings of the designated types of property located within the service area of the MLS are required to be submitted to the MLS. For purposes of these MLS Rules, URE's service area includes the following states: Utah, Idaho, Wyoming, Colorado, Arizona, New Mexico, and Nevada. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Broker Participant.

1.13 Listings of Suspended Broker Participants. When a Broker Participant is suspended from the MLS for failing to abide by the Rules (except for failure to pay MLS Subscription Fees), all Listings currently filed with the MLS by the suspended Broker Participant shall, at the Broker Participant's option, be retained in the service until Sold, Canceled, or Expired, and shall not be

renewed or extended by the MLS beyond the termination date of the Listing Agreement in effect when the suspension became effective.

If a Broker Participant has been suspended from the MLS for failure to pay appropriate dues, Subscription Fees, or charges, the URE is not obligated to provide MLS services, including continued inclusion of the suspended Broker Participant's Listings in the MLS Compilation of current Listing information. Prior to any removal of a suspended Broker Participant's Listings from the MLS, the suspended Broker Participant should be advised, in writing, of the intended removal so that the suspended Broker Participant may advise the Broker Participant's clients.

1.14 Listings of Expelled Broker Participants. When a Broker Participant is expelled from the MLS for failing to abide by the Rules (except for failure to pay MLS Subscription Fees), all Listings currently filed with the MLS by the expelled Broker Participant shall, at the Broker Participant's option, be retained in the service until Sold, Canceled, or Expired, and shall not be renewed or extended by the MLS beyond the termination date of the Listing Agreement in effect when the expulsion became effective.

If a Broker Participant has been expelled from the MLS for failure to pay appropriate dues, Subscription Fees, or charges, the URE is not obligated to provide MLS services, including continued inclusion of the expelled Broker Participant's Listings in the MLS Compilation of current Listing information. Prior to any removal of an expelled Broker Participant's Listings from the MLS, the expelled Broker Participant should be advised, in writing, of the intended removal so that the expelled Broker Participant may advise the Broker Participant's clients.

1.15 Listings of Resigned Participants. When a Participant resigns from the MLS, URE is not obligated to provide services, including continued inclusion of the resigned Broker Participant's Listings in the MLS Compilation of current Listing information. Prior to any removal of a resigned Broker Participant's Listings from the MLS, the resigned Broker Participant should be advised, in writing, of the intended removal so that the resigned Broker Participant may advise the Broker Participant's clients.

1.16 Property Addresses. When a Listing is submitted to the MLS, Participants and Subscribers must include a property address and make that information available to other Participants and Subscribers. If a property address does not exist, a tax identification number may be used. If a property address and tax identification number are unavailable, a legal description sufficient to describe the location of the property must be used.

1.17 Property Already Listed by Another Broker Participant. The MLS allows one Listing per property type for a specific property. There may be situations where more than one Broker Participant believes they have a valid Listing Agreement for the same property. In such cases, URE reserves the right to verify the Listing Agreements and may, at its discretion, remove any invalid Listing. Entering a Listing into the MLS without a valid Listing Agreement is a violation the Rules. Failure to remove a Listing from the MLS following the cancelation or expiration of

said Listing and without a valid extension to the applicable Listing Agreement is a violation of the Rules.

1.18 Submission of New Construction Listings. Broker Participants may submit one or more, but not necessarily all, of the Listings in a new construction subdivision at the same time to the MLS if all of the following conditions are satisfied:

- a. The Listing Broker includes a statement in the “Agent Remarks” section of all the Listings for the new construction subdivision which provides notice to all Cooperating Brokers that some or all of the vacant lots and new homes in the subdivision are subject to a Listing Agreement.
- b. The Listing Broker intends to, and submits, all of the Listings under the applicable Listing Agreements with the Listing Broker for the new homes and vacant lots in the subdivision within a reasonable time after the first Listing in the subdivision is submitted by the Listing Broker.
- c. The Listing Broker submits to the MLS the sales information for new homes or vacant lots that the Listing Broker had a valid Listing Agreement for, regardless of whether the new home or vacant lot was originally submitted to the MLS.

1.19 Multiple Parcel Listings. Each Listing shall contain only one property as identified by the applicable tax identification number, unless the same Seller has multiple contiguous parcels listed under the same Listing Agreement with the same Listing Broker. In such event, the Listing Broker may combine such parcels into a single Listing and use the primary tax identification number or, if unavailable, the tax identification number of the largest parcel.

1.20 Auction Listings. Listings that are the subject of an auction may be entered into the MLS, provided that the following requirements are met:

- a. The list price must be the greater of the minimum bid price or the reserve price, plus any required Buyer’s fee or premium charged to a Buyer at the auction.
- b. The “Public Remarks” section of the Listing must disclose that the property is the subject of an auction.
- c. The “Agent Remarks” section of the Listing must include details of the auction, or a link to a website describing the details of the auction such as the auction type, auction date, auction location, showing and preview instructions, bidding format, Buyer premiums or other charges, and whether offers may be submitted prior to the auction.

1.21 Listing Photos. Within two (2) Business Days of a Listing being active in the MLS, a minimum of two (2) photos must be submitted for all Residential property type Listings. One (1) of the photos must be of the exterior of the house or building, and one (1) of the photos must be of the inside of the listed structure. For all property types other than Residential, a photo or rendering of the property is optional.

All photos included in the MLS must not be misleading and must be a true representation of the property, or of an attribute or amenity of the property. Photos included in the MLS may not contain any images of people. Additionally, photos may not contain any contact information, or any information that is branded to a Participant, Subscriber, or real estate brokerage. No fines will be imposed if the status of a Listing is changed to Active – Off Market (not including Sold or Leased), Withdrawn, Canceled, or a Photo Opt-Out form is submitted to URE within two (2) Business Days after Listing input.

If a Residential property is under new construction, a photo is not required. However, upon completion of the construction of the structure, all required photos must be added to the subject Listing.

1.22 Authorization to Use Photos and Other Media. Participants and Subscribers may not use another Participant’s or Subscriber’s photos or other media without obtaining the legal rights to use said photos and other media.

1.23 Photo Opt-Out. If the Seller does not want Listing photos of the Seller’s property in the MLS, the Seller may submit a Photo Opt-Out Form to URE electing not to submit either interior photos, exterior photos, or any photos as part of the Listing.

1.24 Agent Remarks. Only the “Agent Remarks” section of a Listing may contain any contact information, including, but not limited to, names, telephone numbers, email addresses, or website addresses. Any information which could be considered disparaging to other Participants or Subscribers is prohibited on any Listing.

1.24.1 Listing Comments. Participants and Subscribers may not use any remarks, reporting features, communication tools, or any other features in the MLS to communicate with the MLS or convey to another Participant or Subscriber any remarks which may be deemed disparaging to another Participant or Subscriber or another Participants’ or Subscribers’ real estate brokerage or Listings.

1.25 Public Remarks. The following information is prohibited in the “Public Remarks” section of any Listing:

- a. Any type of contact information, including names (which includes homebuilder or homeowner names, or any other contact names), phone numbers, email addresses or website addresses (including virtual tours)
- b. Showing instructions, including references to a lockbox, alarm, gate or other security codes
- c. Occupancy status
- d. Any information which could be considered disparaging to other Participants or Subscribers

1.26 Permission to Use Remarks. By placing any remarks in a Listing, Participants and Subscribers represent and warrant that they have the authority to grant URE and the other Participants and Subscribers the right to reproduce and display the remarks in accordance with these Rules. Copying of remarks by a subsequent Participant or Subscriber for use in that Participant's or Subscriber's own Listing requires prior written authorization from the originating Participant or Subscriber or other appropriate party with the legal right to reproduce and display such remarks.

1.27 Non-Member Contact Information. Contact information for, or reference to, any real estate licensee (unless the real estate licensee is also an owner and Seller of the property) who is not a member of URE is not allowed in the Listing Content, including in any remarks field. Contact information for office assistants, Sellers, and non-real estate licensee representatives of the Seller is allowed.

1.28 Other Required Fields. URE may require other information to be included with any Listing submitted to the MLS. Participants and Subscribers agree to provide any such required information.

1.29 Modification of Listing Content. URE reserves the right to amend, modify, or delete the Listing or any of the Listing Content if there is a valid legal complaint, potential intellectual property violation, or inaccuracy contained within the Listing or the Listing Content. These determinations shall be made in the sole discretion of URE.

1.30 Right to Refuse Listing. URE may refuse to accept or include any Listing in the MLS, for any reason, in its sole discretion, but URE shall give notice to the applicable Broker Participant of the reason[s] for refusing to accept or include said Listing.

1.31 Virtual Tours. Any virtual tour, virtual media, or photo tour (herein collectively referred to as "Virtual Tours") included as part of a Participant's or Subscriber's Listing must comply with the following:

- a. Unbranded Virtual Tours: Any Uniform Resource Locator ("URL") or website link that is input into the MLS' designated "Unbranded Virtual Tour" field must be directly related to that Listing and shall not contain the contact information of the Participant or Subscriber. However, if Listing attribution is required by the Division of Real Estate, a Participant or Subscriber may display the phrase "Listing Courtesy of" and insert the Listing brokerage name and/or logo after said phrase.
- b. Branded Virtual Tours: Any URL or website link that is input into the designated "Branded Virtual Tour" field must be directly related to that Listing and may contain contact information that is branded to the Participant or Subscriber for that Listing. Branded Virtual Tours will only be distributed via listing syndication channels.

1.32 DOM. The calculation of days on market (“DOM”) is specific to a property, based on the property tax identification number, and can carry over to subsequent Listings for the same property. DOM is calculated as follows:

- a. DOM accumulates or increases when a Listing is in “Active” or “Backup” status.
- b. DOM pauses when a Listing is in the “Active – No Show,” “Withdrawn,” or “Under Contract” status.
- c. DOM resets to zero if any of the following occur:
 - i. The property is not listed on the MLS for 30 consecutive days;
 - ii. The property is listed with a new brokerage office;
 - iii. The property incurs a change in ownership;
 - iv. In the case of a Listing for new construction or a “to be built” property, the DOM will reset to zero upon completion of construction, delivery to the MLS of a certificate of occupancy issued by the applicable governmental authority, and submission of a new Listing that complies with the Rules.

2. Selling Procedures

2.1 Reserved.

2.2 Reserved.

2.3 Reserved.

2.4 Reserved.

2.5 Reporting Sales. Except as otherwise set forth in the Rules, within five (5) Business Days of the date of the sale of the property included in any Listing, a Participant or Subscriber shall change the status of the Listing in the MLS to Sold, and shall Submit to URE the final sales price, sale date, Seller Concessions, and any other sold information as required by the Rules.

Note 1: Failure to report sale prices can result in disciplinary action because the MLS: (a) categorizes sale price information as confidential; and (b) limits use of sale price information to Participants and Subscribers in providing real estate services, including appraisals and other valuations, to customers and clients; and to governmental bodies and third-party entities only as provided herein. The MLS may provide sale price information to governmental bodies pursuant to these Rules and only for statistical purposes (including use of aggregated data for purposes of valuing property) and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges; and to third-party entities only to be used for academic research, statistical analysis, or for providing services to Participants and Subscribers. In any instance, where a governmental body or third party makes sale price information provided by the MLS available other than as provided for in this provision, a Listing Broker may request the sale price information for a

specific property be withheld from dissemination for these purposes with written authorization from the Seller, and withholding of sale price information shall not be construed as a violation of the requirement to report sale prices.

Note 2: As established in the VOW policy, sale prices are categorized as confidential in the state of Utah.

2.6 Reporting Resolution of Contingencies. The Listing Broker shall report to the MLS within twenty-four (24) hours that a contingency on a Listing has been fulfilled or renewed, or the Listing Agreement has been canceled.

2.7 Advertising of Listings Filed with the MLS. Except as otherwise set forth in the Rules, a Listing shall not be advertised by any Participant or Subscriber without the prior consent of the Listing Broker Participant.

2.8 Reporting Cancellation of Pending Sale. The Listing Broker shall report the cancelation of any pending sale to the MLS within three (3) Business Days and shall change the Listing to the new applicable Listing status.

2.9 Reporting Buyers Agent. The Broker Participant or Agent Subscriber, and the Broker Participant's or Agent Subscriber's respective office, that represented the Seller and the Buyer in the sales transaction of a Listing shall be included in the MLS.

2.10 Reporting Sales of New Homes. The Listing Broker shall submit sales information for new homes or vacant lots that the Listing Broker had a valid Listing Agreement for to the MLS, regardless of whether the new home or vacant lot was originally submitted to the URE MLS.

2.11 Reporting of Sale by Cooperating Broker. In the event the Listing Broker does not report the final sales information required in the Rules to the MLS within five (5) Business Days of the date of the sale, then the Cooperating Broker that represented the Buyer in the transaction may request that URE publish the sales information in the MLS, as long as the following conditions are met by the Cooperating Broker:

- a. Written permission is obtained from the Buyer and provided to URE;
- b. Closing documentation and/or all other relevant documentation requested by URE is provided to URE.

2.12 Submission of Comparable Sold Listing by a Transacting Party. If a Broker Participant who represented a buyer in a sales transaction wishes to submit a listing to the MLS for a property that was sold but was not listed in the MLS prior to the sale, then said Broker Participant may request that URE publish the listing and sales information in the MLS, as long as the following conditions are met by said Broker Participant:

- a. Provide URE with written permission from the current owner of the property;
- b. Provide URE with the Closing documentation and/or all other documentation requested by URE.

The Broker Participant will be designated in the MLS system as the buyer's agent. The seller's agent will be designated in the MLS system as "Non-MLS." If a Listing is submitted to the MLS pursuant to this Rule, the Broker Participant shall be liable and responsible for the accuracy of the Listing Content and the Broker Participant represents and warrants to the MLS that the Broker Participant has the required authorization and permission to submit the Listing and that submission of said Listing does not violate any third-party agreement.

3. License Grants

3.1 License Grant to Broker Participants and Agent Subscribers. URE hereby grants a limited and nonexclusive license to Broker Participants and Agent Subscribers as follows:

- a. Access and use the MLS and the Listings maintained in the MLS Compilation only for purposes expressly allowed under these Rules and any applicable license agreement solely to provide real estate services, including the preparation of appraisals and other valuations to customers and clients, and undertaking the ordinary business activities of attempting to or supporting efforts of Broker Participants and Agent Subscribers to locate ready, willing, and able Buyers for the properties included in the MLS Compilation.
- b. Print or deliver electronically a reasonable number of individual Listings included in the MLS Compilation for the purpose of use by the Broker Participant or Agent Subscriber as a reference, for pricing of real property, for comparative market analysis, or to deliver to an identified potential Buyer or Seller.
- c. Submit and modify Listings in accordance with the Rules.

3.2 License Grant to Appraisers. URE hereby grants a limited and nonexclusive license to Appraiser Participants, Appraiser Subscribers and Appraiser Trainee Subscribers as follows:

- a. Access and use the MLS and the Listings maintained in the MLS Compilation only for purposes expressly allowed under these Rules and any applicable license agreement solely to provide real estate appraisal services, including the preparation of appraisals, appraisal reports, certified appraisal reports or to perform a consultation service relating to real estate or real property in the ordinary course of an appraiser business.

No license is granted to Appraiser Participants, Appraiser Subscribers or Appraiser Trainee Subscribers to enter Listings into or modify Listings contained in the MLS. Appraiser Participants must directly supervise their Appraiser Subscribers' and Appraiser Trainee Subscribers' access to and use of the Listing Content in the MLS. For purposes of these Rules, "Appraiser Trainee Subscribers" shall mean and refer to an individual training to become a real estate appraiser,

who is employed by and working under the direction and supervision of an Appraiser Participant, and who has agreed to the Rules.

3.3 License Grant to Clerical Users. URE hereby grants a limited and nonexclusive license to Clerical Users as follows:

- a. Access and use the MLS and the Listings maintained in the MLS Compilation only for purposes of providing administrative assistance or conducting administrative functions for their respective Broker Participant or Agent Subscriber.
- b. Submit and modify Listings for their Broker Participant or Agent Subscriber in accordance with the Rules.

Clerical Users may only join the MLS through their employing Broker Participant and said Broker Participant shall be responsible for the conduct of the Clerical User. Clerical Users may not provide any MLS Content to persons other than the Participant under whom the Clerical User is registered. Broker Participants and Agent Subscribers linked to a Clerical User may be fined, disciplined, or terminated for a Clerical User's misconduct. Each Broker Participant and Agent Subscriber shall provide the MLS with a list of all Clerical Users employed by or affiliated as independent contractors with said Broker Participant or Agent Subscriber and shall immediately notify the MLS of any changes, additions, or deletions from the list.

3.4 License Grant to Administrative Agencies. URE reserves the right to allow access to the MLS to certain governmental administrative agencies solely for the purpose of facilitating government investigations and assisting in the valuation and assessment of real property. Sold information may only be used by these agencies for statistical purposes and to confirm the accuracy of information submitted by property owners or their representatives in connection with property valuation challenges.

3.5 Display. Broker Participants and Agent Subscribers affiliated as licensees with said Broker 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.

4. Prohibitions

4.0.1 Information for Participants and Subscribers Only. Any Listing filed with the MLS shall not be made available to any broker or agent that is not a Participant or Subscriber of the MLS, without the prior consent of the Listing Broker.

4.1 For Sale Signs. Only the "For Sale" sign of the Listing Broker may be placed on a property that is the subject of a Listing.

4.2 Sold Signs. Prior to the sale of a Listing, only the “sold” sign of the Listing Broker may be placed on the property, unless the Listing Broker authorizes the Cooperating Broker to post such a sign.

4.3 Solicitation of Listing Filed with the Service. If a Participant or Subscriber is a member of an Association, said Participant or Subscriber may only solicit a Listing in a manner that is consistent with Article 16 of the REALTORS®’ Code of Ethics, its Standards of Practice, and its Case Interpretations.

4.4 Use of the Term MLS and Multiple Listing Service. No Participant or Subscriber shall, through the name of their firm, URLs, trademarks, domain names, telephone numbers, e-mail addresses, website addresses, or in any other way represent, suggest, or imply that the individual or firm is a multiple listing service, or that they operate a multiple listing service, or mislead consumers to believe that they operate a multiple listing service. Furthermore, Participants and Subscribers shall not represent, suggest, or imply that consumers or others have direct access to the MLS, or that consumers or others are able to search the MLS Compilation available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under the Rules to provide to clients or customers is available on their websites or otherwise.

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

4.6 No Filtering of Listings. Participants and Subscribers must not filter out or restrict MLS Listings that are communicated to Buyers, Sellers, or other clients or consumers based on the existence or level of compensation offered to the Cooperating Broker, or based on the name of a brokerage, Participant, or Subscriber.

5. No Advertising of Commissions

5.0.1 No Compensation Specified on MLS Listings. Participants, Subscribers, or their Sellers may not make offers of compensation to Cooperating Brokers or other Buyer representatives in the MLS.

5.0.2 No Use of MLS Data Feeds to Advertise Compensation. Use of any MLS data or Listing Content, whether obtained from an MLS data feed or directly from the MLS system, to directly or indirectly establish or maintain a platform to make offers of compensation from multiple Listing Brokers to Cooperating Brokers or other Buyer representatives is prohibited. In accordance with the URE Fine Policy, violations of this specific Rule will result in immediate termination of a Participant’s or Subscriber’s MLS data feed, if applicable, as well as termination of MLS access.

5.0.3 No Disclosure of Commissions Paid. Participants and Subscribers are prohibited from disclosing, in any way through the use of the MLS, the total commission negotiated between the Seller and the Listing Broker, or the total Broker compensation paid on a sales transaction to the Listing Broker and/or any Cooperating Broker.

5.0.4 Required Consumer Compensation Disclosure. Participants and Subscribers must:

- a. Disclose to prospective sellers and buyers that Broker compensation is not set by law and is fully negotiable. This disclosure must be included in conspicuous language as part of any Listing Agreement, buyer written agreement, and pre-closing disclosure documents (if applicable).
- b. Conspicuously disclose in writing to Sellers, and obtain the Sellers' authority, for any payments or offer of payment that the Listing Broker or Seller will make to another Broker Participant, Agent Subscriber, or other representative (e.g. real estate attorney) acting for the Buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any such payment or agreement to pay.

5.0.5 Disclosing Potential Short Sales. Listing Brokers must disclose potential Short Sales when reasonably known to the Listing Broker. A "Short Sale" is defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of the sale, and where the Seller does not bring sufficient liquid assets to the closing to cure all deficiencies. All confidential disclosures and confidential information related to Short Sales must be communicated through dedicated fields or the "Agent Remarks" section of a Listing as to be available only to Participants and Subscribers.

If a property listed as a Short Sale is in the Backup listing status with an offer under third party review, the "Public Remarks" and the "Showing Instructions" sections of said Listing shall clearly state if the property is not available for showing. Also, if a property listed as Backup has a final contract and contract documents in the process of being prepared, the "Public Remarks" section of said Listing must clearly state "final contract is pending, property is not available for showing."

5.0.6 Written Buyer Agreement. Unless inconsistent with state or federal law or regulation, all Broker Participants working with a buyer must enter into a written agreement with the buyer prior to touring a home. The written agreement must include the following:

- a. a specific and conspicuous disclosure of the amount or rate of compensation the Broker Participant will receive or how this amount will be determined, to the extent that the Broker Participant will receive compensation from any source;
- b. The amount of compensation in a manner that is objectively ascertainable and not open-ended;
- c. a term that prohibits the Broker Participant from receiving compensation for brokerage services fees from any source that exceeds the amount or rate agreed to in the agreement with the buyer; and

- d. a conspicuous statement that broker fees and commissions are not set by law and are fully negotiable.

5.1 Participant or Subscriber as Principal. If a Participant or Subscriber has any ownership interest in a property that is the subject of a Listing, said Participant or Subscriber shall disclose that interest when the Listing is submitted to the MLS and said information shall be published by the MLS to all Participants and Subscribers.

5.2 Participant or Subscriber as Purchaser. If a Participant or Subscriber wishes to acquire an interest in property listed with another Broker 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.

6. Service Charges

6.1 Subscription Fees and Charges. In consideration for services provided and the rights granted under these Rules, Participants and Subscribers agree to pay URE an initial Subscription Fee plus a monthly Subscription Fee in the amounts set forth by URE (hereinafter the "Subscription Fees"). The amount of the monthly Subscription Fees may be increased from time-to-time in URE's sole discretion. All Subscription Fees shall be due and payable in advance upon receipt of an invoice from URE, which may be delivered electronically. URE may require any recurring Subscription Fees to be charged automatically to Participants and Subscribers using an auto-payment service selected by URE on a frequency schedule to be selected by the Participants and Subscribers. Initial Subscription Fees and recurring Subscription Fees, including prepaid Subscription Fees, are not refundable or transferable to another Participant or Subscriber in the event the Participant or Subscriber terminates membership in URE or is terminated by URE pursuant to the Rules.

6.2 Broker Participant Fees and Responsibilities. The Subscription Fees for each Broker Participant shall be calculated based on (1) the Subscription Fees for Broker Participants, plus (2) the Subscription Fees for Agent Subscribers for all of Broker Participant's Agents that are listed as licensees with the applicable Division of Real Estate and who have access to and use of the MLS, except as provided in Section 6.4. Broker Participants shall also pay to URE all applicable Subscription Fees for any of said Broker Participant's Clerical Users. All Subscription Fees and other fees are due in advance and must be paid to URE according to the fee due dates set by URE. As a courtesy to Broker Participants, URE may bill Subscribers directly, but Broker Participants are ultimately responsible for the payment of all Subscriber Subscription Fees. Furthermore, each Broker Participant agrees to pay to URE all unpaid Subscription Fees and other fees and amounts, including any license fees under any license agreement, owed to URE by any of said Broker Participant's Subscribers.

6.3 Appraiser Participant Fees Responsibilities. The Subscription Fees for each Appraiser Participant shall be calculated based on (1) the Subscription Fees for Appraiser Participants, plus (2) the Subscription Fees for Appraiser Subscribers for all of Appraiser Participant's

appraisers and appraiser trainees who have access to and use of the MLS, except as provided in Section 6.4. Furthermore, each Appraiser Participant agrees to pay to URE all unpaid Subscription Fees and other fees and amounts owed to URE by any Appraiser Subscribers and/or Appraiser Trainee Subscribers working under the direction of said Appraiser Participant.

6.4 MLS of Choice. If an Agent that would otherwise qualify as an Agent Subscriber or an appraiser that would otherwise qualify as an Appraiser Subscriber, does not wish to subscribe to URE's MLS and can demonstrate that said Agent or appraiser subscribes to a different MLS or to a commercial information exchange where said Agent's or appraiser's respective Broker Participant or Appraiser Participant subscribes (hereinafter collectively referred to as a "Non-Participant"), then URE shall waive the Subscription Fees for all Non-Participants whose respective Broker Participant or Appraiser Participant completes and submits URE's Subscription Fees Exemption Form to URE.

7. Compliance with Rules

7.1 Compliance and Discipline. By becoming and remaining a Participant or Subscriber, each Participant and Subscriber agrees to be subject to the Rules and any other URE governance provision. The MLS may, through the administrative and hearing procedures established in these Rules and the URE Fine Policy, impose fines and/or discipline for violations of the Rules and other MLS governance provisions. The URE Fine Policy is incorporated into these Rules by this reference and is subject to change at URE's discretion. The Rules and URE Fine Policy are available within the URE website for review by Participants and Subscribers.

7.2 Remedies. URE may impose fines as provided in the URE Fine Policy and/or exercise any and all other remedies available to URE, including all remedies available to URE by law, in equity, under these Rules, or under any license agreement that may be applicable. The imposition of a fine, or the failure to impose a fine, shall not in any way limit the rights of URE to exercise any other remedies available to URE. Disputes concerning any fine must be delivered in writing to the MLS within thirty (30) days from the date the disputed fine was assessed. Furthermore, the Participant or Subscriber disputing a fine may also request a hearing with the URE Board of Directors.

7.3 Written Documentation. URE shall have the right to obtain a copy of any Listing Agreement or other Listing-related documentation necessary to investigate a compliance issue or verify the accuracy of the Listing Content or Listing status. If a Participant or Subscriber fails to provide the documentation requested by URE within three (3) Business Days of URE's request for said documentation, URE shall have the right to immediately withdraw the Listing in question from the MLS, fine the Participant or Subscriber, or both.

8. Adherence to Rules

8.1 Agreement to Comply with Rules. All Participants and Subscribers agree to comply with the Rules as part of their membership in the MLS.

8.2 Listing Compliance. By submitting a Listing to the MLS, Broker Participants and Agent Subscribers acknowledge and agree that the Listing in question is subject to the Rules. All Broker Participants and Agent Subscribers agree to take all action necessary to modify their Listings so that they are not inaccurate, misleading, or otherwise out of compliance with the Rules.

9. Enforcement of Rules or Disputes

9.0.1 Consideration of Alleged Violations. The URE Board of Directors shall give consideration to all written complaints from Participants and Subscribers disputing a violation[s] of the Rules. When requested by a complainant, URE will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, URE will appoint a representative to serve as the complainant.

9.1 Violations of Rules and Regulations. If the alleged offense is a violation of the Rules and does not involve a charge of alleged unethical conduct, the alleged offense may be administratively considered and determined by the URE Board of Directors or its designated committee, or if requested, by a hearing before the URE Board of Directors or its designated committee. The URE Board of Directors or its designated committee may, upon consideration of the alleged offense, impose a sanction or fine at its discretion.

Any objections and/or supporting materials must be submitted to the MLS no later than thirty (30) calendar days following the imposition of the original fine or other sanction. The objection will be submitted to the URE Board of Directors or its designated committee for a determination as to whether the original violation is valid. The URE Board of Directors or its designated committee may exercise any and all of its rights and remedies available to URE against the complaining Participant or Subscriber, including but not limited to termination of membership.

If the complaining Participant or Subscriber desires to appeal the URE Board of Directors' final decision, said Participant or Subscriber may request, within twenty (20) calendar days of receipt of the URE Board of Directors' decision, a hearing before the professional standards committee of said Participant's or Subscriber's Association, if applicable. Any such appeal, if applicable, shall be administered in accordance with the applicable Association rules and the Code of Ethics and Arbitration Manual issued by the National Association of REALTORS®.

9.2 Complaints of Unethical Conduct. All other complaints of unethical conduct shall be referred by URE to a Participant's or Subscriber's Association, if applicable, for appropriate action in accordance with the professional standards procedures established by that Association.

9.3 Enforcement Rights. Notwithstanding anything to the contrary in these Rules, or any other agreement or document, nothing shall be deemed to have an adverse effect on or in any way impair URE's rights or ability to enforce all of its rights and remedies under these Rules, any license agreement, any other agreement, including seeking an injunction or other equitable relief, or at law, through litigation or any other legal means.

10. Confidentiality of MLS Information

10.0.1 Confidentiality of MLS Information. Any information provided by the MLS to Participants and Subscribers shall be considered official information of the MLS. Said information shall be considered confidential and exclusively for the use of Participants and Subscribers, or as otherwise set forth in the Rules. Notwithstanding the foregoing, Broker Participants and Agent Subscribers may disclose, as set forth in these Rules, certain information from individual Listings maintained in the MLS Compilation in the ordinary course of their business as real estate professionals.

10.1 MLS Not Responsible for Accuracy of Information. The information published and disseminated by URE is communicated verbatim, without change by URE, as filed with URE by the Broker Participant or Agent Subscriber. URE does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant and Subscriber agrees to hold URE harmless against any liability arising from any inaccuracy or inadequacy of the information said Participant or Subscriber provides.

10.2 Information Prohibited from Reproduction/Confidential Fields. Unless a Participant or Subscriber obtains prior written consent from the Listing Broker, the following confidential Listing Content may not be displayed, delivered, or otherwise communicated by a Participant or Subscriber to any consumer by any means:

- a. Seller's name, phone number, email, and address (if different than the listed property);
- b. Instructions or remarks intended for Cooperating Brokers, including but not limited to information in the "Agent Remarks" section of a Listing, showing instructions or security references (e.g. lockbox information, burglar alarm or security system information, gate codes and other access information to a property, occupancy status) regarding the listed property;
- c. Type of Listing;
- d. Listings in the Expired, Withdrawn, Canceled, or Sold statuses, except as provided in the Rules;
- e. Other information that goes beyond a description of the property.

Participants and Subscribers may provide to their clients a limited number of Expired, Canceled, Withdrawn, Under Contract, or Sold Listings in connection with providing brokerage or appraisal services, including comparative market analyses.

10.3 Passwords. Participants and Subscribers are responsible for the security of their passwords used to access the MLS and shall not give or allow use of or make available their passwords to any other person. URE may, at any time, require that passwords be changed. If, at any time, a Participant or Subscriber has reason to believe that a password is being used or has been disclosed to anyone not authorized under these Rules, said Participant or Subscriber shall immediately give notice of such event to URE.

11. Ownership of MLS Information and Copyright

11.0.1 Ownership of MLS Information and Copyright. By submitting any Listing Content to the MLS, the Participant and/or Subscriber represents and warrants that said Participant or Subscriber is authorized to grant and also thereby does grant authority for URE to include the Listing Content in URE's MLS Compilation and also in any URE MLS statistical or comparable reports.

Each Participant and Subscriber hereby grants to URE a non-exclusive, irrevocable, worldwide, royalty free license to use, license, sublicense through multiple tiers, copy, publish, display, reproduce, create derivative works from, and distribute all of Participant's and Subscriber's Listings and Listing Content. This license explicitly gives permission to URE to display Participant's and Subscriber's Listings and Listing Content on URE's business website[s] available to consumers, unless a Seller has provided written instructions to the Listing Broker that the Seller's property that is the subject of a Listing is prohibited from being displayed on the internet.

Participants and Subscribers represent and warrant to URE that their Listings and Listing Content entered into the MLS do not infringe or violate any trademarks, copyrights, trade secrets, or other intellectual or proprietary rights of any third party.

Participants and Subscribers acknowledge and agree that the MLS Compilation, including all copies, modifications, enhancements, and derivative works of the MLS Compilation are proprietary, confidential, and original works of authorship of URE and are protected under United States copyright, trademark, and trade secret laws of general applicability. Participants and Subscribers further acknowledge and agree that all right, title, and interest in and to the MLS Compilation, together with all copies, modifications, enhancements, and derivative works, including all copyright and other intellectual property rights are and shall remain with URE. Participants and Subscribers hereby assign to URE any and all rights which it may have or acquire in and to the MLS Compilation. Nothing in these Rules shall be deemed to convey to Participants and Subscribers an interest in or to the MLS Compilation, but only a limited right of access and use, revocable in accordance with the terms of these Rules.

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

11.2 Copies and Derivative Works. Participants and Subscribers may not do any of the following, either directly or indirectly, including assisting any other person or otherwise contributing in any way to any of the following:

- a. Make any copies of the MLS Compilation or any portion of the MLS Compilation, including any specific Listings included in the MLS Compilation except as expressly provided in these Rules.
- b. Create any derivative works, enhancements, or other modifications of the MLS Compilation or any portion of the MLS Compilation except as expressly provided in these Rules or an applicable license agreement.
- c. Download, distribute, export, or transmit the MLS Compilation or any portion of the MLS Compilation to any third party except as expressly provided in these Rules or an applicable license agreement.
- d. Publicly display the MLS Compilation or any portion of the MLS Compilation, except as expressly provided in these Rules or an applicable license agreement.

11.3 Copyright Support. Participants and Subscribers agree not to challenge URE's rights in and to the MLS Compilation or to take any action inconsistent with the license granted to Participant's and Subscriber's Listings under these Rules. Participants and Subscribers agree to take all actions and execute and deliver to URE all documents requested by URE in connection with the license granted to URE in and to Participant's Subscriber's Listings and Listing Content. Participants and Subscribers further agree to take all action and execute and deliver to URE all documents requested by URE in connection with the copyright application and registration of the MLS Compilation.

11.4 Copyright Enforcement. Participants and Subscribers hereby grant to URE all rights necessary for URE to protect and enforce all intellectual property rights associated with the MLS Compilation. In accordance with the grant of such rights, Participants and Subscribers hereby irrevocably authorize, empower and vest in URE the right, and appoint URE as their attorney in fact, to do the following:

- a. Add watermarks or other means of identification to any and all Listings and Listing Content (including photos), regardless of whether such means of identification is visible, and take any and all other action deemed appropriate by URE to identify the source of any misuse, infringement, or misappropriation of any Listing Content.
- b. Send demand letters, exercise rights under any applicable license agreements, and take any and all other action deemed appropriate by URE to prevent the misuse, infringement, or misappropriation of any Listing Content.

Notwithstanding the foregoing, nothing in this section requires URE to take any action against any person, firm, partnership or other entity that Participant or Subscriber may claim is infringing any Listing Content or copyright.

12. Use of Copyrighted MLS Compilation

12.0.1 Distribution. Participants and Subscribers shall, at all times, maintain control over and responsibility for each copy of any MLS Compilation licensed to them by URE, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participants 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 Rules. Use of information developed by or published by URE is strictly limited to the activities authorized under a Participant's or Subscriber's licensure[s] or certification[s], 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 or published by URE where access to such information is prohibited by law.

12.1 Display. Participants and Subscribers 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.

12.2 Reproduction. Broker Participants or their affiliated Agent Subscribers shall not reproduce any MLS Compilation or any portion thereof, except in the following limited circumstances:

- a. Reproduce from the MLS Compilation and distribute to prospective purchasers a reasonable number of single copies of property Listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are or may, in the Participant's or Subscriber's judgment, be interested.
- b. Nothing contained herein shall be construed to preclude any Broker Participant from utilizing, displaying, distributing, or reproducing property Listing reports or other compilations of data pertaining exclusively to properties currently listed for sale with the Broker Participant.
- c. Any MLS Content, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Broker Participant and those Agent Subscribers affiliated with the Broker Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.
- d. None of the foregoing shall be construed to prevent any individual legitimately in possession of current Listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on

particular properties for clients and customers. Any MLS Content in data feeds available to Broker Participants for real estate brokerage purposes is available to Broker Participants for valuation purposes, including automated valuations. URE will require execution of a third-party license agreement and Broker Participants shall pay the applicable license fees set by URE. Information deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules.

13. Use of MLS Information

13.1 Use of MLS Information. Information from the MLS Compilation of current Listing information, from statistical reports, and from any sold or comparable report of the MLS may be used by Broker Participants and Agent Subscribers as the basis for aggregated demonstrations of market share or comparison of firms in the 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 on the MLS with other Participants and Subscribers, or which were sold by other Participants and Subscribers. Any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by URE 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 UtahRealEstate.com for the period [Insert Date] through [Insert Date].”

14. Changes in Rules and Regulations

14.1 Changes in Rules and Regulations. Amendments to the Rules shall be considered and approved by the URE Board of Directors. URE shall use reasonable efforts to give notice of any Rules changes to all Participants and Subscribers. The most current Rules will be available on the URE MLS website.

15. Reserved

16. Third Party License Agreements

16.1 Third Party License Agreements. Each Participant and Subscriber acknowledges and agrees that URE may license, or otherwise grant rights, to a third party, including vendors, to the MLS Compilation, at any time in URE’s sole discretion, for any purpose deemed appropriate by URE. In accordance with the foregoing, each Broker Participant and Agent Subscriber expressly consents to URE granting the licenses and other rights described in the foregoing sentence, including, but not limited to, the display of Listings on www.utahrealestate.com or

any other website maintained by URE. Participants consent to URE granting licenses to all IDX Listings to IDX participating Broker Participants, IDX participating Agent Subscribers, vendors and other third parties deemed appropriate by URE to facilitate the Display (as defined in Section 18 of the Rules) of IDX Listings by IDX participating Broker Participants and Agent Subscribers. Broker Participants and Agent Subscribers shall be responsible for paying URE all costs and expenses incurred by URE in connection with any licenses and any services provided by URE in connection with such licenses.

17. Reserved

18. Internet Data Exchange (IDX)

18.0.1 IDX Defined. The Internet Data Exchange Program (“IDX”) gives Broker Participants the ability to authorize limited electronic display and delivery of their Listings by other Broker Participants via the following authorized methods which are under the Broker Participant’s control:

- a. Websites;
- b. Mobile applications;
- c. Audio devices.

As used throughout this Section 18 of the Rules, “Display” includes delivery of Listings via the aforementioned authorized methods.

18.1 Authorization. Broker Participants’ consent for Display of their Listings by other Broker Participants is presumed unless a Broker Participant affirmatively notifies URE that the Broker Participant refuses to permit Display (either on a blanket or on a Listing-by-Listing basis). If a Broker Participant refuses on a blanket basis to permit the Display of that Broker Participant’s Listings, that Broker Participant may not download, frame, or Display the aggregated MLS data of other Broker Participants. Even where Broker Participants have given blanket authority for other Broker Participants to Display their Listings on IDX websites, such consent may be withdrawn on a Listing-by-Listing basis where the Seller has affirmatively directed that their Listing not appear on the internet or in other electronic forms of Display or distribution

18.2 Participation. Participation in IDX is available to all Broker Participants who consent to the Display of their Listings by other Broker Participants.

18.2.1 Notifying URE of Intent to Display IDX Listings. Each Broker Participant must notify URE of that Broker Participant’s intention to establish a business website for the Display of IDX Listings or otherwise Display IDX Listings, either by executing the applicable license agreement or completing the necessary setup process within the MLS. Broker Participants must also give URE direct access to said IDX Displays for purposes of monitoring and ensuring compliance with the Rules.

18.2.2 Use of IDX Listings. Broker Participants may not use IDX Listings for any purpose other than Display as provided for in the Rules. This does not require Broker Participants to prevent indexing of IDX Listings by recognized search engines.

18.2.3 Withholding Property Address from Display. Listings, including property addresses, can be included in IDX Displays except where a Seller has affirmatively directed their Listing Broker to withhold their Listing or the Listing's property address from all Displays on the internet (including, but not limited to, publicly-accessible websites, VOWs, or other electronic forms of Display or distribution).

18.2.4 Criteria for IDX Display. Broker Participants may select the Listings they choose to Display on their business websites or via other Display methods based solely on objective criteria, including, but not limited to, factors such as geography or location, list price, type of property, or type of Listing. Selection of Listings which are Displayed must be independently made by each Broker Participant.

18.2.5 Refresh of MLS Downloads. Each Broker Participant must refresh all MLS downloads and all IDX Displays automatically fed by those downloads at least once every twelve (12) hours.

18.2.6 Sharing of MLS Compilation. Except as provided in the Rules, an IDX website or a Broker Participant or Agent Subscriber operating an IDX website or Displaying the IDX Listing Content as otherwise permitted may not distribute, provide or make any portion of the MLS Compilation available to any person or entity.

18.2.7 Identifying Broker Participant's Brokerage Firm. Any IDX Display controlled by a Broker Participant must clearly and conspicuously identify the name of the brokerage firm under which the Broker Participant operates, by either identifying the brokerage firm verbally or in written form in a readily visible color and typeface. For purposes of these Rules, "control" means the ability to add, delete, modify and update information as required by the Rules.

18.2.8 Third Party Comments and Automated Value Estimates. Any IDX Display controlled by a Broker Participant or Agent Subscriber that (1) 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 (2) displays an automated estimate of the market value of the Listing (or hyperlink to such estimate) in immediate conjunction with the Listing, shall disable or discontinue either or both of those features as to the Seller's Listing at the request of the Seller. The Listing Broker or Listing Agent shall communicate to URE that the Seller has elected to have one or both of these features disabled or discontinued on all Displays controlled by Broker Participants. Except for the foregoing and subject to Section 18.2.9 below, a Broker Participant's IDX Display may communicate said Broker Participant's professional judgment concerning any Listing. Nothing shall prevent an IDX Display from notifying those viewing or receiving the Display that a particular feature has been disabled at the request of the Seller.

18.2.9 Comments on IDX Listings. Broker Participants shall maintain a means (e.g. e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the Broker Participant beyond that supplied by URE and that relates to a specific property. Broker Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the Listing Broker or Listing Agent for the property explaining why the data or information is false. However, Broker Participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

18.2.10 Co-Mingling of Data. Broker Participants may co-mingle IDX Listings provided by URE with listings from other third-party sources including listings from brokers that are not Participants and from other multiple listing service sources on their IDX Displays. Co-mingling is (a) the ability for those viewing or receiving the Display to execute a single search that searches any portion of the IDX database at the same time it searches listing data from other third-party sources; or (b) the Display on a single web page of any portion of the URE IDX database and listing data from other third-party sources.

18.2.11 Prohibition of Listing Modification. Broker Participants shall not modify or manipulate information relating to other Broker Participants' Listings. Broker Participants may augment their IDX Displays of Listing Content with applicable property information from other sources to appear on the same webpage or Display, clearly separated from the MLS Content supplied by URE. 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 Listing Content Display or Display of fewer than all of the available Listings or fewer than the authorized and available fields.

18.2.12 Identifying the Listing Brokerage. All Listings Displayed pursuant to IDX shall identify the Listing Broker's firm or brokerage name and the email or phone number provided by the Listing Broker Participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the Display of Listing data. Displays of minimal information (e.g., "thumbnails," text messages, "tweets," etc. of two hundred (200) characters or less) and audio delivery of Listings are exempt from this requirement but only when linked directly to a Display that includes all required disclosures. Audio delivery of Listing Content is exempt from the disclosure requirements only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

18.2.13 Suspension or Termination of Access to IDX Listings. In the event of any default by a Broker Participant, or the occurrence of any event which URE believes may constitute an event of default by a vendor under the Rules, including any violation of or noncompliance with the Rules, or failure by the Broker Participant to pay any fees or fines owed to URE under the Rules, URE may, in its sole discretion and without prior notice to Broker Participant, temporarily

suspend or terminate the license granted to Broker Participant to access the MLS Compilation and IDX data until all outstanding fees have been paid in full or the default has been cured.

18.2.14 Unauthorized IDX Advertising. No Display or use of the IDX Listings, or any portion of the IDX Listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

18.3 Display. Display of IDX Listings is subject to the following:

18.3.1 Display of Fields of Data. IDX Listings shall contain only those fields of data designated by URE. Display of all other fields, as determined by URE, is prohibited. Confidential fields intended only for other Broker Participants (e.g., showing instructions and property security information) may not be Displayed.

18.3.1.1 Reserved.

18.3.2 Reserved.

18.3.3 Reserved.

18.3.4 Reserved.

18.3.5 Participation by Agent Subscribers. Agent Subscribers affiliated with Broker Participants that participate in IDX may Display information available through IDX on their own business websites subject to their Broker Participant's consent and control and the requirements of state law and/or regulation.

18.3.6 Reserved.

18.3.7 Identifying the Source of IDX Listings. The Display of any IDX Listings shall identify URE as the source of the Listings. 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.

18.3.8 Consumer use of IDX Listings. Broker Participants 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 by the MLS. URE may, at its discretion, require use of other disclaimers as necessary to protect Broker Participants and/or URE from liability. Displays of minimal information (e.g. "thumbnails," text messages, "tweets," etc. of two hundred (200) characters or less) and audio delivery of Listings are exempt from this requirement but only when linked directly to a Display that includes all required disclosures. Audio delivery of Listing Content is exempt from the disclosure

requirements only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application.

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

“Based on information from UtahRealEstate.com as of _____ [Insert Date the URE Data was Obtained]. All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or the MLS. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.”

18.3.9 Limit on Number of Listings Displayed. The results Display of any IDX Listings in response to a search from a consumer shall be limited to five hundred (500) Listings per search.

18.3.10 Reserved.

18.3.11 Reserved.

18.3.12 Prohibited IDX Statuses. Display of Listings in the Expired, Canceled, or Withdrawn statuses is prohibited. Sold information that is “publicly accessible” from any city, county, state and other government records is permitted for Display for Listings entered into the MLS from January 1, 2012 to the current date.

18.3.13 Display of Seller Information. The Display of a Seller's and/or occupant's name[s], phone number[s], and email address[es] is prohibited.

18.3.14 Security of IDX Listings. Each Broker Participant is required to employ appropriate security protection such as firewalls on their websites, devices and Displays, provided that any security measures required may not be greater than those employed by URE.

18.3.15 Audit Trail of Consumer Activity. Each Broker Participant shall maintain an audit trail of all consumer activity on their website and/or other device which Displays Listings and make that information available to URE if URE believes the IDX site has caused or permitted a breach in the security of the data or violation of the Rules related to the use by consumers.

18.3.16 False or Misleading Advertising and Representations. Broker Participants may not engage in false or misleading advertising (including co-branding) on webpages Displaying IDX Listings or in any other Display of IDX Listings. For purposes of these Rules, co-branding will be presumed not to be deceptive or misleading if the Broker Participant's logo and contact information is larger than that of any other third party.

18.4 Service Fees and Charges. Fees and charges for participation in IDX from URE shall be as established by URE and/or the URE Board of Directors.

19. Virtual Office Websites (VOWs)

19.1 VOW Defined.

19.1.1 A Virtual Office Website (“VOW”) is a Broker Participant’s internet business website, or a feature of a Broker Participant’s internet business website, through which the Broker Participant is capable of providing real estate brokerage services to consumers with whom the Broker Participant has first established a Broker-consumer relationship, as defined by state law, where the consumer has the opportunity to search URE MLS Listing information, subject to the Broker Participant’s oversight, supervision, and accountability. An Agent Subscriber affiliated with a Broker Participant may, with his or her Broker Participant’s consent, operate a VOW. Any VOW of an Agent Subscriber is subject to the Broker Participant’s oversight, supervision, and accountability.

19.1.2 As used in Section 19 of the Rules (The VOW Rules), the term “Broker Participant” includes a Broker Participant’s affiliated Agent Subscribers, except when the term is used in the phrases “Broker Participant’s consent” and “Broker Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Broker Participant, Agent Subscriber, or by an Affiliated VOW partner (“AVP”) on behalf of a Broker Participant.

19.1.3 AVP refers to an entity or person designated by a Broker Participant to operate a VOW on behalf of the Broker Participant, subject to the Broker Participant’s supervision, accountability and compliance with the Rules. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Broker 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 Broker Participants. Access by an AVP to MLS Listing information is derivative of the rights of the Broker Participant on whose behalf the AVP operates a VOW.

19.1.4 As used in Section 19 of the Rules (The VOW Rules), the term “MLS Listing Information” refers to active Listing information and sold data provided by Broker Participants to URE and aggregated and distributed by URE to Broker Participants.

19.2 Display of Information on VOW.

19.2.1 The right of a Broker Participant’s VOW to display MLS Listing Information is limited to that supplied by the MLS in which the Broker Participant has participatory rights. However, a Broker Participant with offices participating in different multiple listing services may operate a primary website with links to the VOWs of the other offices.

19.2.2 Subject to the Rules, a Broker Participant’s VOW, including any VOW operated on behalf of a Broker Participant by an AVP, may provide other features, information, or functions (e.g. IDX).

19.2.3 Except as otherwise provided in the Rules, a Broker Participant need not obtain separate permission from other Broker Participants whose Listings will be displayed on the Broker Participant’s VOW.

19.3 Registrant Requirements and Terms.

19.3.1 Before permitting any consumer to search for or retrieve any MLS Listing Information on a Broker Participant’s VOW, said Broker Participant must take each of the following steps:

- a. The Broker 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.
- b. The Broker Participant must obtain the name of, and a valid email address for, each Registrant. The Broker Participant must send an email to the email address provided by the Registrant confirming that the Registrant has agreed to the VOW Terms of Use (described in Section 19.3.4). The Broker Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the VOW Terms of Use.
- c. The Broker 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 Broker Participant may, at the Broker Participant’s option, supply the user name and password or may allow the Registrant to establish their own user name and password. The Broker Participant must also assure that any email address is associated with only one user name and password.

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

19.3.3 If URE has reason to believe that a Broker Participant’s VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of the Rules, the Broker Participant shall, upon request from URE, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The

Broker Participant shall also, if requested by the URE, provide an audit trail of activity by any such Registrant.

19.3.4 VOW Terms of Use. The Broker Participant shall require each Registrant to review and affirmatively to demonstrate agreement to (by a mouse click or other manner) a “VOW Terms of Use” provision that provides at least the following information:

- a. That the Registrant acknowledges entering into a lawful consumer-Broker relationship with the Broker Participant;
- b. That all information obtained by the Registrant from the VOW is intended only for the Registrant’s personal, non-commercial use;
- c. 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;
- d. 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;
- e. That the Registrant acknowledges URE’s ownership of, and the validity of URE’s copyright in, the MLS Compilation.

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

19.3.6 The VOW Terms of Use shall also expressly authorize URE, and other Broker Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with the Rules and monitoring display of Broker Participant’s Listings by the VOW. The VOW Terms of Use may also include such other provisions as may be agreed to between the Broker Participant and the Registrant.

19.4 Display of Broker Subscriber Contact Information. A Broker Participant’s VOW must prominently display an email address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Broker Participant to ask questions or get more information about any property displayed on the VOW. The Broker Participant, or an Agent Subscriber licensed with the Broker Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Broker Participant and displayed on the VOW.

19.5 Prevention of Unauthorized VOW Use. A Broker Participant’s VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, “scraping,” and other unauthorized use of MLS Listing Information. A Broker 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 URE.

19.6 Seller Opt-Out.

19.6.1 A Broker Participant's VOW shall not display Listings or Listing property addresses of any Seller who has affirmatively directed the Listing Broker to withhold the Seller's Listing or Listing property address from display on the internet. The Listing Broker shall communicate to URE that the Seller has elected not to permit display of the Listing or property address on the internet. Notwithstanding the foregoing, a Broker 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.

19.6.2 A Broker Participant who lists a property for a Seller who has elected not to have the property Listing or the Listing 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)

19.6.3 The Broker Participant shall retain such forms for at least one (1) year from the date they are signed, or one (1) year from the date the Listing goes off the market, whichever is greater.

19.7 Third Party Posting or Linking.

19.7.1 Subject to Section 19.7.2 of the Rules, a Broker Participant's VOW may allow third-parties:

- a. To write comments or reviews about particular Listings or display a hyperlink to such comments or reviews in immediate conjunction with particular Listings;
- b. To display an automated estimate of the market value of the Listing (or hyperlink to such estimate) in immediate conjunction with the Listing.

19.7.2. Notwithstanding the foregoing, at the request of the Seller, the Broker Participant shall disable or discontinue either or both of the features described in Section 19.7.1 of the Rules as to any Listing of the Seller. The Listing Broker or Listing Agent shall communicate to URE that the Seller has elected to have one or both of these features disabled or discontinued on all Broker Participants' websites. Subject to the foregoing and to the Rules, a Broker Participant's VOW may communicate the Broker Participant's professional judgment concerning any Listing. A Broker Participant's VOW may notify its customers that a particular feature has been disabled at the request of the Seller.

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

19.9 Refresh of Listings. A Broker Participant shall cause the MLS Listing Information available on said Broker Participant's VOW to be refreshed at least once every twelve (12) hours.

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

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

19.12 Criteria for Exclusion of Listings. A Broker Participant's VOW may exclude Listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property.

19.13 Notice of Intent to Establish VOW. A Broker Participant who intends to operate a VOW to display MLS Listing Information must notify URE of its intention to establish a VOW. Further, a Broker Participant must make the VOW readily accessible to URE and to all Broker

Participants for purposes of verifying compliance with the Rules, the National Association of REALTORS® VOW Policy, or any other applicable multiple listing service rules or policies.

19.14 Multiple VOWs. A Broker Participant may operate more than one VOW, whether through the Broker Participant and/or through an AVP. Broker Participants who operate their own VOW may contract with an AVP to have the AVP operate other VOWs on said Broker Participant's behalf. However, any VOW operated on behalf of a Broker Participant by an AVP is subject to the supervision and accountability of the Broker Participant.

19.15 Exclusion of Confidential Information from VOW. A Broker Participant's VOW shall not make available for search and shall not display to Registrants any of the following information:

- a. Listings in the Expired, Canceled, or Withdrawn statuses;
- b. Type of Listing Agreement;
- c. Seller's and occupant's name, phone number, and email address;
- d. Instructions or remarks intended for Cooperating Brokers only, including but not limited to information in the "Agent Remarks" section of a Listing, showing instructions or security references (e.g. lockbox information, burglar alarm or security system information, gate codes and other access information to a property, occupancy status) regarding the listed property;
- e. The sales price information associated with a Sold Listing.

19.16 Consistency of Listings in VOWS and MLS Database. A Broker 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 Broker Participant may, however, augment the MLS Listing Information with additional information not otherwise prohibited by the Rules or by other applicable multiple listing service rules or policies, as long as the source of said information is clearly identified. Except as otherwise provided in the Rules, this requirement does not restrict the format of display of MLS Listing Information on VOWs, the display on VOWs of fewer than all of the Listings, or fewer than all of the authorized and available data fields.

19.17 VOW Notice. A Broker Participant's VOW shall display a notice indicating that the MLS Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by URE. A Broker Participant's VOW may include other appropriate disclaimers necessary to protect the Broker Participant and/or URE from liability.

19.18 Display of Listing Brokerage. A Broker Participant shall cause any Listing displayed on said Broker Participant's VOW to identify the name of the Listing Broker's firm, the Listing Broker or Listing Agent Subscriber, and the email or phone number provided by the Listing Broker Participant in a readily visible color, in a reasonably prominent location, and in a typeface not smaller than the median typeface used in the display of the Listing data.

19.19 Number of Listings in Search Query. A Broker Participant 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.

19.20 Confirmation or Change in Password. A Broker Participant shall require that Registrants' passwords be reconfirmed or changed at least every ninety (90) days.

19.21 Display of Advertising on VOW. A Broker Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Broker Participant operates or that is operated on said Broker Participant's behalf. However, a Broker 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 Broker Participant's logo and contact information (or that of at least one Broker Participant, in the case of a VOW established and operated on behalf of more than one Broker Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Broker Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

19.22 Reserved.

19.23 Reserved.

19.24 Execution of License Agreement. Broker Participants and the AVPs operating VOWs on behalf of said Broker Participants must execute the license agreement required by URE.

19.25 Notice of Seller's Opt-Out. Where a Seller affirmatively directs and notifies their Listing Broker to withhold either the Seller's Listing or the address of the Seller's Listing from display on the internet, a copy of the Seller's affirmative direction shall be provided to URE within forty-eight (48) hours.

20. Representations and Warranties

20.1 True Picture. Participants and Subscribers 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 and Subscribers may not:

- a. Engage in deceptive or unauthorized advertising;
- b. Engage in the deceptive or unauthorized framing of real estate brokerage websites or UtahRealEstate.com;
- c. Deceptively use metatags, keywords or other devices or methods to direct, drive, or divert internet traffic;
- d. Present or display Listing Content developed by others without permission, excepted as provided in the Rules; or
- e. Otherwise mislead consumers.

20.2 False Statements. Participants and Subscribers shall not knowingly or recklessly make false or misleading statements about other real estate professionals, their businesses, or their business practices.

20.3 Acknowledgement of Status as a Participant or Subscriber. Participants and Subscribers represent and warrant that they meet the requirements and definitions applicable to them as a Participant or Subscriber and as set forth in these Rules.

20.4 Listing and Listing Content Representations. Broker Participants and Agent Subscribers represent and warrant the following with respect to all Listings, Listing Content, and/or changes made to Listings:

- a. The Seller, Participants and Subscribers are authorized to grant a license and also thereby do grant authority for and license URE to include the property Listing and Listing Content in the MLS Compilation, disclose and publicly display the Listing and Listing Content, and utilize the Listing and Listing Content for any other use provided for in the Rules.
- b. They are authorized to report information about the sales, sales price and terms of a Listing, have authority to grant and also thereby do grant authority for URE to include the sold information in the MLS Compilation.
- c. The Listing complies in all respects with the Rules and with all applicable laws.
- d. All information submitted with respect to the Listing is accurate and not misleading, and is submitted strictly in accordance with the Rules. Participants and Subscribers shall not submit or input information into the MLS which said Participant or Subscriber knows to be inaccurate.
- e. The Listing and Listing Content are original works of authorship of the Broker Participant or Agent Subscriber, or they are the assignees or licensees of such Listing and the Listing Content pursuant to an enforceable assignment or license. Except for the applicable Listing Broker Participant, no other person or entity has any rights of any nature in or to the Listing Broker Participant's Listing, including any component of said Listing.
- f. There is no claim, litigation or proceeding pending or threatened with respect to the Listing or the Listing Content.
- g. The Listing and the Listing Content, and their use by URE, or any third party, do not infringe or violate any patents, copyrights, mask work rights, trademarks, trade secrets, intellectual property rights, or other proprietary rights of any third party.

20.5 Compliance with Fair Housing Act. All Listings Submitted must comply with the requirements of the Federal Fair Housing Act. URE reserves the right to remove or amend a Listing which URE reasonably believes to be in violation of the Fair Housing Act.

21. Suspension and Termination

21.1 Failure to Submit Listing. A Broker Participant's subscription to the MLS may be terminated if said Broker Participant fails to submit all Listings required under these Rules.

21.2 Habitual Violation Patterns. A Broker Participant may be terminated after thirty (30) calendar days notice if any of the Broker Participant's affiliated Subscribers violate the Rules in a manner that constitutes a discernable pattern of violations by the applicable Subscriber acting alone or in concert with other of the Broker Participant's affiliated Subscribers.

21.3 Termination of Agent Subscriber Due to Affiliated Broker Termination. An Agent Subscriber will be terminated automatically upon the termination of the Agent Subscriber's affiliated Broker Participant.

21.4 URE Initiated Termination. URE may immediately terminate any Participant or Subscriber without notice, upon the occurrence of any of the following events:

- a. Failure to comply with the Rules.
- b. Disclosing any confidential information, including, without limitation, a Participant's or Subscriber's password.
- c. Defaulting on a license agreement between URE and said Participant or Subscriber; or a license agreement between URE, Participant or Subscriber, and a third-party vendor that was entered into at the request of said Participant or Subscriber.

21.5 Suspension and Termination for Nonpayment. Any Subscription Fees or other charges billed directly to a Participant or Subscriber and not paid by the due date indicated in the MLS ("Due Date"), will result in immediate suspension of said Participant's or Subscriber's access to the MLS. If any Subscription Fees or charges are not paid within five (5) calendar days of the Due Date, the then current late fee will also be charged to the applicable Participant or Subscriber, and notice will be provided to any Subscriber's affiliated Participant. If a Participant's account is suspended for non-payment of Subscription Fees or other fees owed to URE, then after fifteen (15) calendar days, MLS access for all of the Participant's affiliated Subscribers will be suspended. If a Subscriber fails to pay any Subscription Fees, late fees, or fines by the applicable Due Date, only the MLS access of that Subscriber will be suspended.

21.6 Unpaid Subscription Fees. If any unpaid Subscription Fees, not including late fees or fines, billed to any Subscriber remain unpaid and due to URE, the Participant affiliated with said Subscriber shall be notified and shall pay to URE all such outstanding Subscription Fees. If a Participant does not pay the outstanding and unpaid Subscription Fees of their affiliated Subscriber, the license to use and access the MLS of said Participant and all of said Participant's affiliated Subscribers will be suspended. After thirty (30) calendar days of nonpayment the Participant's license to use the MLS may be terminated. Any action taken by URE to suspend or terminate a Broker Participant's access to the MLS for a Subscriber's nonpayment of

Subscription Fees may, in URE's sole discretion, be taken against the Subscriber's branch Broker Participant, principal Broker Participant, or both.

21.7 Reinstatement of MLS Access. As a condition of reinstatement of access to the URE MLS, the suspended or terminated Participant or Subscriber shall first pay all unpaid Subscription Fees, late fees, fines, and any other charges previously due to URE. Participants and Subscribers who are terminated for nonpayment may apply for participation and membership by rejoining the MLS and by paying all application fees and entry fees, together with all previously unpaid Subscription Fees, late fees, fines, and any other charges or fees owed to URE.

21.8 Voluntary Termination. Any Participant or Subscriber may terminate their subscription to the MLS at any time and for any reason upon written notice to URE and the completion of the applicable subscriber change form. If a Participant terminates his/her subscription to URE, all the Subscribers affiliated with said Participant must also terminate their status as Subscribers affiliated with that Participant.

21.9 Other Rights and Remedies. In addition to all other rights and remedies available to URE, if any Participant or Subscriber defaults under these Rules, URE may, in its sole discretion, temporarily suspend, and not terminate, the license granted to said Participant or Subscriber to access the MLS until the default has been cured.

21.10 Destruction. Upon termination from the MLS, Participants and Subscribers agree to immediately destroy any copies of the MLS Compilation in such Participant's or Subscriber's possession or control.

21.11 Transferring Listings Following Termination. Upon termination, URE may remove from the MLS Compilation, or change the status of, all Listings submitted by or otherwise assigned to the terminated Broker Participant or Agent Subscriber. If, for any reason, an Agent Subscriber is terminated, the affiliated Broker Participant agrees to either assign all of its rights in and to the Listings originated by the terminated Agent Subscriber to another of the Broker Participant's Agent Subscribers, or request that URE terminate or change the status of said Listings originated by the terminated Agent Subscriber.

21.12 No Refunds. Upon termination, a Participant's or Subscriber's right or license granted to the MLS shall automatically terminate. No initial fees, prepaid monthly Subscription Fees, license fees, or other fees paid to URE will be refunded.

22. Unsolicited Emails

22.1 Use of Systems. URE prohibits the use of its servers, websites, programs, MLS system, or any other systems or technology of URE, or any of its service providers (collectively "Systems"), in connection with any of the following:

- a. Any use of any Systems related to the transmission or delivery of unsolicited commercial email, chain letter email, electronic promotional materials, or any other form of unauthorized electronic solicitation (“Spam”). Spam also includes identical or similar email message sent to twenty-five (25) or more recipients (“Bulk Email”). Spam is deemed to be unsolicited if the recipient has not expressly requested or consented to receive the email.
- b. Any use of any of the Systems in a manner that is reasonably likely to damage, disable, impair, or overburden any part of the Systems.
- c. Any use of any Systems to harvest, mine, or collect email addresses or other information, except as permitted by any applicable posted terms of use for the applicable URE website, URE’s Rules, or any express written agreement with URE.
- d. Unauthorized attempts to gain access to any Systems, or any account in connection with any Systems.
- e. Any act that interferes with other use of any Systems.

22.2 Additional Limitations. Email sent through any of the Systems may not do any of the following:

- a. Contain false or misleading information, including in the “header” or “from” lines.
- b. Contain deceptive subject headings.
- c. Fail to contain a functional return email address.
- d. Use a technique to misrepresent or disguise the source of the email.
- e. Impersonate another user or falsify the sender’s name.
- f. Be relayed from a third party’s mail server without the permission of such third party.
- g. Post any advertisement or other commercial solicitation to any newsgroup, or any article or message to an excessive number of newsgroups or mailing lists, or repeatedly post off-topic articles or messages to newsgroups or mailing lists.
- h. Violate any applicable local, state, national, and international laws, rules, and regulations.

22.3 Bulk Email. In addition to all other limitations set forth in this Rule applicable to Bulk Email, no Bulk Email may be sent through any Systems which does any of following:

- a. Contains or includes any attachments larger than five megabytes (5 MB).
- b. Fails to include in clearly readable language information on how to be removed or unsubscribe from the Bulk Email list. In addition, the sender of any Bulk Email must within ten days of delivery of an unsubscribe request remove the Bulk Email list for all persons who request to be unsubscribed. All unsubscribe requests, must also be processed before additional mailings are delivered.

22.4 Records. To establish that customers did request to receive emails, URE requires users of any Systems who send email permitted under this Rule to maintain a database that contains the following information about the recipient's list:

- a. Date and time of the recipient's request to be added to the send list.
- b. IP address that the customer made the request from, (if applicable).

22.5 Remedies. If URE believes that the Systems are being used contrary to this rule, URE may, without notice, take any action that URE believes appropriate, including blocking messages, terminating membership or rights to use any of the Systems, or any services relating to the Systems, notifying appropriate governmental authorities, and filing lawsuits. Use of the Systems to send Spam may also result in criminal or administrative penalties against the sender of such email and those assisting such sender. In addition, any user who violates this rule will be charged \$200.00 per hour for the time URE's technical staff spends to identify and correct the issues and to respond to complaints resulting therefrom.

22.6 Reporting a Violation of this Policy. To report a violation of these Unsolicited Email rules, please provide URE the following information by sending an email to legal@utahrealestate.com. The information to be provided can generally be found in the full header or syslog file:

- a. The IP address used to commit the alleged violation.
- b. The date and time that the alleged violation occurred.
- c. Evidence of the alleged violation.

23. General Terms and Conditions

23.1 Interruptions in Service. Participants and Subscribers acknowledge and understand that the MLS may from time-to-time be unavailable, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS, or otherwise. Participants and Subscribers agree that any modification of the MLS and any interruption or unavailability of access to the MLS shall not constitute a default of any obligations of URE under these Rules, and that URE shall have no liability of any nature to any Participants and Subscribers for any such modifications, interruptions, unavailability, or failure of access.

23.2 As Is. The services and licenses provided by URE to Participants and Subscribers pursuant to these Rules are provided on an "as is" basis, without any warranty of any nature. URE expressly disclaims any and all warranties, whether expressed or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. Specifically, but without limitation, URE disclaims any warranty with respect to any Listings, any Listing Content, and their accuracy.

23.3 Limitation of Liability. URE's entire and cumulative liability to a Participant or Subscriber, or any other party, for any loss or damages resulting from any claims, demands, or actions arising out of or relating to these Rules, services provided by URE, or the use of the MLS shall not exceed an amount equal to the Subscription Fees paid by Participant or Subscriber to URE during the twelve (12) months prior to the date on which the claim arises. Without waiver of the foregoing limitation, in no event shall URE be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if URE has been advised of the possibility of such damages. Specifically, URE shall not be liable to a Participant or Subscriber for any loss of files or data uploaded by the Participant or Subscriber to the MLS or using the MLS system or any feature of said system, lack of access to the MLS, excessive downtime of the MLS, accessing websites linked to from the MLS but not controlled by the MLS, or any service or feature provided by a third party that is a component of the MLS.

23.4 Removal of and Responsibility for Content. URE has the right, but not the obligation, to reject, pull down, restrict publication of, access to or availability of content that URE considers to be obscene, lewd, lascivious, filthy, excessively violent, harassing, unlawful or otherwise objectionable. Participants and Subscribers remain solely responsible and liable for the content they provide. In no case, will any monitoring or removal of Participants' or Subscribers' content by URE make URE responsible or liable for such content. In addition to the other remedies listed herein, URE may remove a Listing if directed by court order or if directed in writing by the Utah Division of Real Estate.

23.5 Indemnification. Participants and Subscribers shall defend, indemnify and hold URE and URE's directors, employees, officers, agents, attorneys, and representatives harmless from and against any and all claims, actions, judgments, awards, expenses (including reasonable attorneys' fees) and awarded damages assessed against URE or agreed to be paid by URE in settlements that arise from: (a) any Listing Agreement; (b) these Rules, (c) the submission of any Listing or MLS Content, (d) lack of access to the MLS caused by actions of Participant or Subscriber or any downtime of the MLS, (e) any claim that the access to, display of, and/or use of the Participant's or Subscriber's Listings infringe on or constitute a misappropriation of any patent, copyright, or trade secret, or any other intellectual property right of any person or entity anywhere in the world; (f) any claims that a Participant or Subscriber made another Participant's or Subscriber's Listings available to a third party without said Participant's or Subscriber's permission; (g) Participant's or Subscriber's material breach of any representation or warranty given set forth in these Rules or an applicable license agreement; (h) Participant's or Subscriber's negligence or fraudulent acts in complying with the Rules; (i) any claims that the MLS Content was inaccurate or incorrect; (j) any claims that Participants or Subscribers made the MLS Content available to an unauthorized third party; (k) Participant's or Subscriber's failure to restrict a Listing or Listing Content from being published on the internet when that Listing was categorized as a Listing that is not permissible for electronic and/or internet display; and (l) failing to make necessary required corrections to their Listings.

23.6 Proprietary and Other Notices. Participants and Subscribers agree that they will not alter or remove any trademarks or copyright notices or other notices and disclaimers located or

used on, or in connection with, the MLS Compilation or any printouts from the MLS allowed under these Rules.

23.7 Notices. Participants and Subscribers hereby consent to receive all notices from URE via email. Notice via email shall be effective the day the emails is sent. Each Participant and Subscriber must maintain an active and current email address with URE to receive communications from URE. Any notices to URE may be sent to the following:

UtahRealEstate.com
230 West Towne Ridge Parkway
Suite 400
Sandy, Utah 84070
Attention: Legal Department
Email: legal@utahrealestate.com

23.8 Governing Law; Dispute Resolution; Submission to Jurisdiction. These Rules shall be governed by and construed in accordance with the laws of the state of Utah. Any dispute or misunderstanding arising out of or in connection with these Rules shall be arbitrated in Salt Lake County, Utah, by an individual arbitrator with the American Arbitration Association (“AAA”) selected by the disputing parties. In the event the disputing parties are unable to reach an agreement as to the individual arbitrator, AAA shall select the arbitrator. The procedures used in the arbitration shall be in accordance with the rules and regulations of the American Arbitration Association. Each party shall be responsible for its attorneys’ fees as well as its share of the costs of the arbitration. The Arbitrator shall have the right to award attorneys’ fees and costs to the prevailing Party. Notwithstanding the above, either Party may file a request with a court of competent jurisdiction for equitable relief, including but not limited to injunctive relief, pending resolution of any claim through the arbitration procedures set forth herein. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Participants and Subscribers acknowledge and agree that by providing Listings and MLS Content to URE and accessing the MLS, Participants and Subscribers have transacted business in the state of Utah. By transacting business in the state of Utah by agreement, Participants and Subscribers voluntarily submit and consent to, and waive any defense to the jurisdiction of courts located in Salt Lake County, state of Utah, as to all matters relating to or arising from these Rules, use of the MLS, or licenses granted by URE.

23.9 Costs of Arbitration and Litigation. If any action or arbitration proceeding is commenced by URE or a Participant or Subscriber against URE, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys’ fees, costs, and expenses of the litigation or arbitration proceeding.

23.10 Severability. Any provision of these Rules which is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable shall not invalidate or make unenforceable any other provision of these Rules.

23.11 No Waiver. The waiver by any party of, or the failure of any party to take action with respect to, any breach of any term, covenant or condition contained in these Rules shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition contained in these Rules. The subsequent acceptance of any payment due under these Rules by any party shall not be deemed to be a waiver of any preceding breach of the party making payment with respect to any term, covenant or condition contained in these Rules.

23.12 No Third Party Beneficiaries. These Rules are for the sole and exclusive benefit of URE and its Participants and Subscribers and are not intended to benefit any third party, including any Seller. No third party may claim any right or benefit under or seek to enforce any of the terms and conditions of these Rules.

23.13 No Assignment. Participants and Subscribers agree that they will not assign, pledge, or otherwise transfer any rights or licenses granted under these Rules, or delegate any duties or obligations under these Rules.