

**Rules and Regulations of  
Maine Real Estate Information System, Inc.  
(d/b/a Maine Listings)**

**(Separately incorporated, but wholly-owned by the Maine Association of REALTORS®)**



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Maine Listings owns and operates a real estate multiple listing service (MLS). By participating in and/or accessing the MLS, participants and their authorized users and consultants are agreeing that the Bylaws, these Rules and Regulations, and the End User License Agreement (EULA) govern the participation in and use of the MLS by participants and their authorized users and consultants.

Any matter not specifically addressed in these rules and regulations shall be governed by the policies and procedures set forth by the National Association of REALTORS® as from time to time amended as well as the policies and procedures established by Maine Listings. These Rules and Regulations will be enforced according to the guidelines approved by the Board of Directors and posted at <http://www.MaineListings.com>.

#### **Definitions:**

As used in the rules and regulations, bylaws and other Maine Listings documents and agreements the following terms shall have the definitions provided for below:

“Business Days” means every calendar day ending at 5:00 p.m. Eastern Time, except all Saturdays and Sundays and the following holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Patriot’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous Peoples’ Day, Veteran’s Day, Thanksgiving Day and the immediately following Friday, and Christmas Day.

“Ecommerce” means the National Association of REALTORS® electronic billing program used by Maine Listings.

“End User”, “User”, or “Subscriber” means each person (including, without limitation, each participant and its authorized users) that has been provided with a user ID and password.

“End User License Agreement” and/or “EULA” means the agreement that governs end users’ access to and use of the MLS and accepted by end users as part of the registration and login process.

“Exclusive Agency” means a contract giving the broker the right to collect a commission if a property is sold by anyone, excluding the owner, during the term of the agreement.

“Exclusive Right to Sell” means a contract giving the broker the right to collect a commission if a property is sold by anyone, including the owner, during the term of the agreement.

“Frame” or “Framing” means the use of multiple independently controlled sections of a web site such that a web site can define the borders of a particular presentation while the remainder of the presentation is from another web site.

“Kickout Clause” means a negotiated contingency of a purchase and sale agreement or addendum where the seller can force the buyer to remove contingency or consent to terminate the agreement. Typically triggered by the seller notifying the buyer that they have received another acceptable offer.

“Listing” means the real estate listing content including but not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property and any other data, information and/or materials submitted to the MLS by an End User.

“MAR” means the Maine Association of REALTORS®.

“Maine IDX Subscriber (IDX Subscriber)” means a participant that does not opt-out of the Maine IDX.

“Maine Listings” means Maine Real Estate Information System, Inc. (d/b/a Maine Listings).

“Maine Listings Fees and Costs Schedule” means the schedule of fees and costs as part of the EULA and/or as Addendum IV of the rules and regulations.

“Net Listing” means a listing in which the participant or, if applicable, end user receives, as commission, all excess money over and above the minimum sale price set by the seller.

“New Construction” means a listing which has never been occupied and is either finished, under construction, or to be built.

“Office Exclusive” means a listing subject to a real estate broker’s license, taken by a participant on i) Exclusive Right to Sell, ii) Exclusive Agency; or iii) any other forms of agreement, in which the seller refuses to permit the listing be disseminated by the service and a Waiver of MLS Benefits Form has been signed by the Seller.

“Open Listing” means a contractual agreement under which the listing participant acts as the agent or as the legally recognized non-agency representative of the seller(s) and the seller(s) agrees to pay a commission to the listing participant only if the property is sold through the efforts of the listing participant.

“Participant” means a person who Maine Listings has approved to participate in the MLS pursuant to the Maine Listings Bylaws.

“To Be Built” means the listing is for a specific lot with a specific structure that could be built for a specific list price however construction has not begun.

“Under Construction” means the listing is for a specific lot with a specific structure where ground has been broken but construction is not complete.

### **Status Definitions:**

#### **Active**

Properties currently subject to a listing agreement and reported to Maine Listings in which the Participant has been directed by the Seller to:

- set appointments for showings (new construction may not qualify), AND
- not misrepresent the availability of access to show or inspect a listed property, AND
- seek agreements of sale to present to the Seller; AND
- the listing is on the market and a written offer has not been accepted.

#### **Active Under Contract**

Properties in which a written offer has been accepted, and:

- the Seller agrees to continue to show the property.

#### **Cancelled**

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

#### **Closed**

Properties in which

- the agreement of sale has been fulfilled and a closing has taken place. The title has been successfully transferred from Seller to Buyer (or in which possession of a property has been transferred from a lessor to a lessee).

#### **Coming Soon / No Show**

Properties currently subject to a listing agreement and reported to Maine Listings in which the Participant has been directed by the Seller:

- to pre-market the property but not to set appointments for showings during a current, specified time-period.
- No agreement of sale is currently in effect.
- This listing has not yet been on the market but will be on the market soon. A listing agreement has been executed but the property **cannot** be shown or previewed. Listings can be in the Coming Soon / No Show status for a maximum of ten (10) business days. When a listing’s status is reported as Coming Soon / No Show, the showing appointment prohibition is deemed to apply to all subscribers, including those affiliated with the listing broker. If a listing with a showing prohibition may be shown by at least one licensee affiliated with the listing office or listing company, the Coming Soon / No Show status may **not** be applied to the listing. Such a property must be submitted to Maine Listings as an Office Exclusive listing using the Waiver of MLS Benefits form. During the specified period the status of a property is Coming Soon / No Show, if the Participant receives an agreement of sale (whether solicited or not), it must be presented to the Seller in accordance with all applicable laws and regulations.
- Listings in a Coming Soon / No Show status will be included in IDX and VOW data feeds and display on MaineListings.com during the Coming Soon / No Show time period.

- Listings in a Coming Soon / No Show status will **not** be included in a syndication data feed for third party portals (e.g., Realtor.com, etc.) during the Coming Soon / No Show time period.

### **Expired**

Listings of property in which:

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

### **Pending**

Listings of property in which:

- a written offer has been accepted and the listing is no longer on the market.
- the settlement has not yet taken place, and
- the Participant has been instructed by the Seller to no longer set appointments for showings,

### **Withdrawn**

Listings of property in which the Seller has requested the Participant to:

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

## **RULES AND REGULATIONS**

### **SECTION 1 LISTING PROCEDURES**

All listings of real or personal property\* of the following types, which are listed subject to a real estate broker's license, and are located within the State of Maine, and are taken by participants on i) Exclusive Right-to-Sell; ii) Exclusive Agency; and iii) any other forms of agreement which, in Maine Listings' sole discretion, enables the listing broker to offer cooperation and compensation to other participants, must be submitted to the multiple listing service within five (5) business days (provided no public marketing occurs\*\*) after all necessary signatures of the seller(s) have been obtained. **Minor Violation.**

- a. single family homes for sale or exchange\*
- b. condominiums for sale or exchange\*
- c. mobile homes for sale or exchange\*
- d. vacant lots and acreage for sale or exchange\*
- e. two-family, three-family and four-family residential buildings for sale or exchange\*

\* Single family homes, condominiums, mobile homes, and multi-family residential buildings on leased land must be permanently affixed to the land in order to be included in the real property database. Mobile homes with hitch and axles intact on rented lots must be entered in the Personal Property database.

Commercial listings or Commercial Information Exchange (CIE) properties are optional. All listings entered are subject to the rules and regulations.

The multiple listing service shall accept exclusive right-to-sell listing contracts and exclusive agency listing contracts and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other participants of the multiple listing service. Exclusive agency listings and exclusive right-to-sell listings that have named exempted prospective buyers must be clearly distinguished from exclusive right-to-sell listings that have no named exempted prospective buyers. This distinction must be listed in the Internal Remarks field. **Minor Violation.**

#### **Section 1.01 Clear Cooperation\*\***

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

communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

**Note:** Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.2 of the MLS rules if it is being publicly marketed, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

### **Section 1.1 General Listing Procedures; Acceptable Listings**

**1.1(a)** Seller's Authorization and Compliance: All listing agreements must include the seller's authorization to submit the listing to the MLS and must otherwise comply with the then-current rules and regulations of the MLS. Unauthorized submittal, **Major Violation**.

**1.1(b)** New Participants: Each new participant must submit a listing for all of its current required listings and any other listings that it elects to submit, within thirty (30) calendar days of accessing and using the MLS.

### **Section 1.2 Exempt Listings**

**1.2(a)** Exempt Listings: If the seller refuses to permit the listing be disseminated by the service, the participant may then take the listing (office exclusive) and such listing shall be filed with the service but not disseminated to the participants. Filing of the listing should be accompanied by certification signed by the seller that he does not desire the listing to be disseminated by the service. **Minor Violation**.

Exempted listings will include new construction and existing developments (with multiple properties) and land subdivisions (with multiple lots). Any new construction developments (with multiple properties) and land subdivisions (with multiple lots) not entered in the MLS, will require a Waiver of MLS Benefits form be provided to Maine Listings within five (5) business days after all necessary signatures are obtained on a listing agreement.

When a Waiver of MLS Benefits Form is provided to Maine Listings with a specified date of submission, the listing must be submitted on or before that specified date. Listing entry after that date is considered a late submission. **Automatic Minor Violation**.

**Note:** MLS Participants must distribute exempt listings within one (1) business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation.

**1.2(b)** Listing Regulation: Maine Listings does not regulate the type of listing its participants may take. Participants are free to accept open listings and net listings (as allowed by applicable law), but such listings shall not be entered in the MLS.

**1.2(c)** Right to Refuse: Maine Listings, through its legal counsel: (i) reserves the right to refuse to accept any listing, which, in Maine Listings' sole discretion, fails to comply with the rules and regulations. No entry in the MLS shall establish, directly or indirectly, any contractual relationship between Maine Listings and the participant's client or customer.

**1.2(d)** Verification: Maine Listings reserves the right to request copies of any documentation to verify compliance. **Minor Violation**.

### **Section 1.3 Required Listing Information**

**1.3(a)** Accurate and Complete: All listings must be accurate and complete and contain all content and data that is noted as required by the MLS within five (5) business days of required signatures. **Minor Violation**.

This includes:

- i) A primary photo or other graphic representation that accurately depicts the listing, except where seller expressly directs that photographs of their property not appear in the MLS compilation. **Minor Violation**.
- ii) Participants will not intentionally mislead consumers with the use of deceptive photos. Participants retain certain ownership rights to the photos, and such photos may not be used with subsequent listings without written permission of the participant owning or controlling those photos. **Major Violation**.

iii) A reasonably correct map location.

Notes: a) If a septic system disclosure is stated, it must be included in the Remarks and not Internal Remarks if the system is less than the number of bedrooms indicated for the property.

Submitting false or inaccurate listing content, **Major Violation** (whether intentionally or otherwise).

Participants and users are required to correct any known errors.

**1.3(b)** Agent/Agency promotion: No data entered or displayed within the MLS system may contain reference to the listing agency or listing agent(s) or any contact information for said agency or listing agent(s) excepting the appropriate data fields that contain such information which is auto populated. Fields that should not display such data include, but are not limited to pictures, attachments, virtual tours (excepting advertising compliance requirements), remarks, or directions. References to the listing agency, listing agent including, without limitation, by noting any colors, logos, franchises and/or hyperlinks to web sites, is not permitted. **Minor Violation**.

Branded attachments (reference to the listing agency or listing agent) will be allowed on Commercial listings and Commercial Information Exchange (CIE) properties but may only be uploaded in the MLS for Member Only Access. **Minor Violation**.

Note: a) Virtual tours submitted to the system must include the real estate brokerage agency name as licensed with the MREC; b) for listings in which cooperating brokers are instructed to arrange appointments directly with the seller, seller's contact information should be entered in the appropriate data fields: Internal Remarks or Showing Remarks; c) URLs are not allowed in the Remarks field; d) the Advertising Remarks field allows an agent to promote the property as well as the agent or agency information

**1.3(c)** Attachment(s) Required: Property disclosure forms and the lead paint disclosure form, when applicable, must be attached to all Residential, Land, and Multi-family listings within five (5) business days of required signatures, except where sellers expressly direct in writing that such disclosures not be disseminated through the MLS. Property disclosure forms and the lead paint disclosure form, when applicable, must be attached to all Commercial listings, within fourteen (14) business days of required signatures, except where sellers expressly direct in writing that such disclosures not be disseminated through the MLS. Participants retain ownership rights to the documents uploaded as attachments and may not be used with subsequent listings without permission of the participant owning those documents. **Minor Violation**.

#### **Section 1.4 Duplicate or Triplicate Entry Listings**

No property may be entered into the MLS under Active status more than a single instance unless it falls within the established guidelines set forth below which shall include a discerning reason for said listings second or third entry. In no event will properties be allowed more than three entries in the service under the Active status. Consideration will be given to the highest and best use of the property when submitted. All duplicate or triplicate listings will be cross referenced in the Internal Remarks field of the MLS with the alternate MLS number. Failure to so note, **Minor Violation**. Provided, however, that once the duplicate or triplicate entry listing is sold, it must be withdrawn from all but the intended use category within five (5) business days of the date the sale (Medium violation see Section 2.8 below). Failure to list properly or notice properly, **Minor Violation**.

**Possible Allowable Examples:** 1) A single family property being offered with varying amounts of land; 2) a single family property zoned commercial; 3) new construction listings with model homes proposed may have single instance for each model offered by the builder, provided that there are sufficient number of lots to build all entries; 4) a single family has a rental unit attached or as a separate building that can't be subdivided can be listed in single family with an in-law unit and as a multi-family property for rental; 5) a single family has a second property, either a single family or multifamily unit, that may be split from the single family. This property could be entered as two single family listings or a single family and a multi-family; 6) a property consists of a mobile home and single family which cannot be subdivided, it may be listed in both sub-types (mobile home and single family); 7) Houseominiums: single-family detached homes, that may have a garage with a common wall to another home's garage; but condo ownership and often common areas and fees. This property MUST be entered as a condominium and may also be entered as a single family PROVIDED that the Remarks field includes condo information/details. **When the property sells, the condominium listing must be reported as sold and the single family listing withdrawn**; and 8) a single family home that has sufficient acreage to meet the code for an Accessory Dwelling Unit (ADU) but cannot be subdivided, can be listed in Single Family and Land.

**The following are examples of NOT permitted duplicate listings:** 1) A condo unit cannot be entered as a single family and as a condo. Conversely, single family cannot be entered as condo; and 2) mobile homes on their own land cannot be entered as single family.

## **Section 1.5 Change of Status of Listing**

**1.5(a)** Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be submitted within five (5) business days after the authorized change is received by the listing participant. Late status change, **Minor Violation**. Submitting a false change of status, **Major Violation**.

**1.5(b)** Resubmitting with new MLS number: Any listing withdrawn or terminated must be in that status for a minimum of ninety (90) calendar days before the listing participant can resubmit as a new listing. The only exceptions are when there has been a substantive change (not just a correction of data entered) to the listing in: 1) ownership; 2) acreage; 3) finished square footage; 4) style (in the case of new construction); 5) when the seller lists with a different agent within the same office/company; or, 6) a change to zoning that impacts the use of the property. **Minor Violation**.

## **Section 1.6 Listing Price Specified**

The full gross listing price stated in the listing agreement will be included in the listing published in the MLS.

## **Section 1.7 No Control of Commission Rates or Fees Charged by Participants**

Maine Listings shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by participants. Further, Maine Listings shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating participants or between participants and nonparticipants.

## **Section 1.8 Withdrawal of Listing Prior to Expiration**

Listings may be withdrawn from the MLS by the listing participant before the expiration date of the listing agreement. Sellers do not have the unilateral right to require Maine Listings to withdraw a listing from the MLS without the listing participant's concurrence. However, when a seller(s) can document that its exclusive relationship with the listing participant has been terminated, Maine Listings may remove the listing at the request of the seller.

Active listings temporarily removed from marketing must be changed to Withdrawn. **Minor Violation**. Withdrawn listings may not be solicited. Withdrawn listings will automatically expire on the date specified in the listing agreement.

## **Section 1.9 Terminated Listings**

Terminated listings must be changed to Cancelled status within five (5) business days of written agreement between the parties and is a final status in MLS. **Minor Violation**. Terminated listings may be solicited.

## **Section 1.10 Expiration and Renewal of Listings**

Any listing submitted to the MLS automatically expires on the date specified in the listing agreement unless extended in writing and the new expiration date is entered into the MLS prior to expiration.

## **Section 1.11 Expiration Date on Listings**

Listings submitted to the MLS shall bear a definite and final expiration date, as negotiated between the listing participant and the seller.

## **Section 1.12 Listings of Suspended Participants**

When a participant of the MLS is suspended from the MLS for failing to abide by a participation duty (i.e., violation of the Code of Ethics, Bylaws, these Rules and Regulations, the End User License Agreement, or other participation obligation, except failure to pay appropriate fees or charges), all listings currently filed with the MLS by the suspended participants may be retained by the MLS until sold, withdrawn, terminated, or expired, and shall not be renewed or extended by the MLS beyond the expiration date of the listing agreement. If a participant has been suspended from the MLS for failure to pay appropriate fees or charges, the MLS is not obligated to provide access to the MLS, including continued inclusion of the suspended participant's listings in the MLS. Prior to any removal of a suspended participant's listings from the MLS,

the suspended participant should be advised in writing ten (10) days prior to the intended removal so that the suspended participant may advise his/her clients.

### **Section 1.13 Listings of Expelled Participants**

When a participant of the MLS is expelled from the MLS for failing to abide by a participation duty (i.e., violation of the Code of Ethics, Bylaws, these Rules and Regulations, the End User License Agreement, or other participation obligation except failure to pay appropriate fees or charges), all listings currently filed with the MLS may be retained by the MLS until sold, withdrawn, terminated, or expired, and shall not be renewed or extended by the MLS beyond the expiration date of the listing agreement. If a participant has been expelled from the MLS for failure to pay appropriate fees or charges, the MLS is not obligated to provide the MLS, including continued inclusion of the expelled participant's listings in the MLS. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised in writing ten (10) days prior to the intended removal so that the expelled participant may advise his/her clients.

### **Section 1.14 Property Addresses**

At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location.

## **SECTION 2 SELLING PROCEDURES**

### **Section 2.1 Showings and Negotiations**

Appointments for showings and negotiations with the seller for the purchase of a submitted listing shall be conducted through the listing participant, unless the listing participant gives the cooperating participant specific authority to show and/or negotiate directly.

### **Section 2.2 Presentation of Offers**

The listing participant must make arrangements to present the offer as soon as possible, or give the cooperating participant a satisfactory reason for not doing so.

### **Section 2.3 Submission of Written Offers and Counter-offers**

The listing participant shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing participant. Unless the subsequent offer is contingent upon termination of an existing contract, the listing participant shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

### **Section 2.4 Right of Cooperating Participant in Presentation of Offer**

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

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented.

## **Section 2.5 Right of Listing Participant in Presentation of Counter-Offer**

The listing participant or its representative has the right to participate in the presentation of any counter-offer made by the seller. It does not have the right to be present at any discussion or evaluation of the counter-offer by the purchaser (except where the cooperating participant is a subagent.) However, if the purchaser gives written instructions to the cooperating participant that the listing participant not be present when a counter-offer is being presented, the listing participant has the right to a copy of the purchaser's written instructions.

## **Section 2.6 Reporting Sales Activity to the MLS**

Status changes, including final closing of sales, shall be reported to the MLS by the listing participant within three (3) business days after they have occurred. Closed Price and Closed Date shall be that which is reported on the closing disclosure. If negotiations were carried on under Section 2.1 hereof, the cooperating participant shall report accepted offers to the listing participant within three (3) business days after occurrence and the listing participant shall report them to the MLS within three (3) business days after receiving notice from the cooperating participant. **Minor Violation**. The late reporting of a sold listing is an **Automatic Minor Violation**.

Note: At the time of sale, Auction listings must indicate Auction in the COMP LB field.

## **Section 2.7 Disclosing the Existence of Offers**

Listing participants, in response to inquiries from buyers or cooperating participants shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing participant shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

## **Section 2.8 Duplicate Sold Listings**

Once a listing is sold, it must be withdrawn from all but the category representing the purchaser's intended use, within five (5) business days of the date of the sale. Duplicate sold listings are not permitted. **Medium Violation**.

## **Section 2.9 Submittal of Comparable Sales**

Participants who represented or facilitated (for a customer) either the buyer and/or seller may submit comparable sales data (FSBO, office exclusives, etc.), but such submissions are not required. Participants must have the authority of the seller (prior to sale) or the buyer (after the sale) to include any comparable sales data into the MLS. If two participants are involved in a sale, the listing participant will be allowed to submit the comparable sales data. If the listing participant declines to enter the comparable sales data, the selling participant will be allowed to submit the comparable sales data. In any event, only one participant will be allowed to submit the comparable sales data. All required fields, including a primary photo and attachments (property disclosure and lead paint addendum, when applicable) are required and time frames for submitting comparable sales data shall be the same time frame applicable to the submission of sales data (per Section 2.6). All For Sale By Owner, office exclusives (including confidential listings) and auction properties are required to be noted as such in the sold reporting by participant. **Minor Violation**.

## **Section 2.10 Reporting Resolutions of Contingencies**

The listing participant must submit any information related to the resolution or change of any listing contingency (i.e., that the listing contingency has been fulfilled, modified, renewed or the agreement was canceled etc.) within five (5) business days of the listing participant's receipt of such information. **Medium Violation**.

## **Section 2.11 Advertising of Listing(s) Filed with the MLS**

Except as otherwise set forth in these Rules and Regulations, listings shall not be advertised by any participant, other than the listing participant, without the prior consent of the listing participant. **Major Violation**.

## **Section 2.12 Reporting Cancellation of Pending Sale**

The listing participant shall submit to the MLS the cancellation of any pending sale within the time frame outlined in Section 1.5(a), at which time the listing shall be reinstated immediately. **Minor Violation**.

## **Section 2.13 Availability of Listed Property**

Listing brokers shall not misrepresent the availability of access to show or inspect listed property. First showings of a non-tenant occupied listing submitted in the Active status cannot be delayed beyond three (3) calendar days of initial listing input. Non-tenant occupied listings with delayed first showings (beyond three (3) calendar days) must be submitted in the Coming Soon / No Show status. **Automatic Minor Violation**

For any property in which Listing Broker selected the status of Coming Soon / No Show, Listing Broker represents that the property shall have no showings or tours, whether conducted by Listing Broker or otherwise, until such time as the property is placed in the Active status. **Major Violation**

## **SECTION 3 NOT APPLICABLE**

## **SECTION 4 PROHIBITIONS**

### **Section 4.1 Information for Participants Only**

Listings shall not be available to any broker or firm that is not a participant of the MLS without the prior consent of the listing participant. **Major Violation.**

### **Section 4.2 For Sale Signs**

Only the for sale sign of the listing participant may be placed on the property. **Minor Violation.**

### **Section 4.3 Sold Signs**

Only participants who participated in the transaction as the listing participant or cooperating/selling participant may claim to have sold the property. Prior to closing, a cooperating participant may post a sold sign; with the consent of the listing participant. **Minor Violation.**

### **Section 4.4 Solicitation of Listings Filed with the MLS**

Participants shall not solicit another participant's listing, unless such solicitation is consistent with Article 16 of the REALTOR'S® Code of Ethics, its Standards of Practice and its case interpretations.

### **Section 4.5 Services Advertised as "Free"**

MLS 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.

## **SECTION 5 DIVISION OF COMMISSIONS**

### **Section 5.1 Cooperative Compensation Specified on Each Listing**

**5.1(a) Compensation Specified on Each Listing:** Each listing must specify the compensation offered to other participants for their services related to the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating participant's performance as the procuring cause of sale. The listing participant's obligation to compensate any cooperating participant as the procuring cause of sale may be excused if it is determined through arbitration that, through no fault of the listing participant and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing participant to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through Maine Listings would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to: (i) why it was impossible or financially unfeasible for the listing participant to collect some or all of the commission established in the listing agreement; (ii) at what point in the transaction did the listing participant know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and (iii) how promptly had the listing participant communicated to cooperating participants that the commission established in the listing agreement might not be paid.

**5.1(b) Blanket Unilateral Offer of Cooperation/Form of Compensation/Compensation Differentials:** When participants submit a listing, they are making blanket unilateral offers of cooperation to the other participants, and, therefore, Revised: 12.7.2022

participants must specify on each listing the compensation being offered to the other participants. Specifying the compensation shall be prior to the endeavor to sell. The compensation specified on listings shall appear in one of two forms: (a) by showing a percentage of the gross selling price; or (b) by showing a definite dollar amount. The essential and appropriate requirement is that the information submitted shall clearly inform the participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing participant in advance of submitting an offer to purchase. The listing participant retains the right to determine the amount of compensation offered to other participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law) which may be the same or different. This shall not preclude the listing participant from offering a participant compensation other than the compensation indicated on any listing provided that the listing participant informs the other broker in writing in advance of submitting an offer to purchase and provided the modification in the specified compensation is not the result of any agreement among all or any other participants in the MLS. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. **Minor Violation.**

**5.1(c)** Short Sales: Notwithstanding Sections 5.1(a) and 5.1(b) participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) in the Internal Remarks field. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

**5.1(d)** New Construction Net Offerings: Notwithstanding Sections 5.1(a) and 5.1(b) participants may, at their discretion, offer New Construction listings (not yet completed) with the compensation, expressed as a percentage or dollar amount based on the Net Sales Price (Gross Sales Price less any upgrades, not yet installed on the property, that were not part of the offering on the property as indicated in the MLS). Participants must indicate such offerings in the Internal Remarks field. **Minor Violation.**

**5.1(e)** Changes in Compensation: The listing participant may, from time to time, adjust the compensation offered to other participants for their services with respect to any listing by advance published notice to the MLS so that all participants will be advised.

**5.1(f)** Maine Listings does not regulate the division of commissions between participants and non-participants as such matters are the sole responsibility of the listing participant.

**5.1(g)** Nothing in these MLS rules precludes a listing participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

## **Section 5.2 Participant as Principal**

If a participant or any licensee affiliated with a participant has an ownership interest in any property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest when the listing is submitted with the MLS, such notation to be made in the Internal Remarks field. **Minor Violation.**

## **Section 5.3 Participant as Purchaser**

If a participant or any licensee affiliated with a participant wishes to acquire an interest in property listed with another participant, such contemplated interest shall be disclosed, in writing, to the listing participant not later than the time an offer to purchase is submitted to the listing participant. **Minor Violation.**

## **Section 5.4 Dual or Variable Rate Commission Arrangements**

The existence of a dual or variable rate commission arrangement (i.e., one in which the seller agrees to pay a specified commission if the property is sold by the listing participant without assistance and a different commission if the sale results through the efforts of a cooperating participant; or one in which the seller agrees to pay a specified commission if the property is sold by the listing participant either with or without the assistance of a cooperating participant and a different commission if the sale results through the efforts of a seller) shall be disclosed by the listing participant by placing a "Y" in the Variable Commission field. The listing participant shall, in response to inquiries from potential cooperating participants, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale that results through the efforts of the seller. If the cooperating participant is a buyer representative, the buyer representative must disclose such information to their client before the client makes an offer to purchase.

## **Section 5.5 Display of Listing Broker's Compensation**

Participants and subscribers who share the listing broker's offer of compensation for an active listing must display the following disclaimer or something similar.

*The listing broker's offer of compensation is made only to participants of the MLS where the listing is filed.*

## **SECTION 6 SERVICE CHARGES**

### **Section 6.1 Service Fees and Charges**

Participants must pay Maine Listings certain service fees and other charges, all as is set forth in more detail in the End User License Agreement and/or the Fees and Costs Schedule, attached hereto as Addendum IV.

### **Section 6.2 Payment**

All participants will be billed on a monthly basis. Monthly invoices will be posted to participant's member portal ecommerce account via [www.MaineListings.com](http://www.MaineListings.com) by the 15th day of each month. Notices of the invoice posting will be posted by the 15th day of each month in the Notifications section of the member portal and via the MLS software system. Participants must pay all invoices by credit or debit card and/or by TeleCheck. There is no prorated billing. Pay for entire month or quarter, as defined.

### **Section 6.3 Automatic Processing Fee**

In the event that a participant fails to pay Maine Listings any amounts when and as due, Maine Listings may, but is not required, to notify participant with a payment default letter. Each such payment default letter shall result in an automatic administrative processing fee, such amount being set forth on the Fees and Costs Schedule and added to the amount then due.

### **Section 6.4 Participant's Leave of Absence**

A leave of absence may be granted administratively to any participant who is in good standing requesting same in writing. The leave of absence must be for a minimum of one (1) month but no more than four (4) months. The fee for the leave of absence is set forth on the Fees and Costs Schedule. During the term of the leave of absence, all of participant's and its authorized users' benefits of participation (including, without limitation, access to the MLS) shall be suspended. Participation benefits and payment for same shall commence upon the termination of the leave of absence.

### **Section 6.5 Reinstatement Fee**

Other than a leave of absence as described in Section 6.4 above, in the event participant's access to the MLS is suspended or terminated, before the participant's access will be restored, participant must pay, in addition to any other amounts owed, the reinstatement fee as set forth on the Fees and Costs Schedule and costs of enforcement and/or collection (including, without limitation, reasonable attorneys' fees, whether or not a court action is commenced).

## **SECTION 7 COMPLIANCE WITH RULES**

### **Section 7.1 Compliance with Rules – Authority to Impose Discipline**

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

- a) letter of warning
- b) letter of reprimand
- c) attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d) appropriate, reasonable fine not to exceed \$15,000
- e) suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year

- f) termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

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

Note 2: MLS participants and subscribers can receive no more than three (3) administrative sanctions in a calendar year before they are required to attend a hearing for their actions and potential violations of MLS rules, except that the MLS may allow more administrative sanctions for violations of listing information provided by participants and subscribers before requiring a hearing. The MLS must send a copy of all administrative sanctions against a subscriber to the subscriber's participant and the participant is required to attend the hearing of a subscriber who has received more than three (3) administrative sanctions within a calendar year.

## **Section 7.2 Fines and Penalties for Violations**

In addition to any other rights and remedies pursuant to the Bylaws, these Rules and Regulations, the End User License Agreement or any other agreement between participant and Maine Listings, Appendix A shall apply to violations of these Rules and Regulations.

In the event of a violation, Maine Listings Staff shall issue a quality assurance notice for a specified MLS Rule violation, per incident, and notify participant (and agent, if applicable) of the violation and resulting action required and/or amount of fine assessed in accordance with the classification noted in Appendix A. Upon notification, participant must, within two (2) business days, either: a) make correction, b) pay the fine as noticed, c) provide written notice as to why a violation has not occurred, or (d) provide written notice that participant would like to participate in a hearing before the Policy Review Committee.

Uncured violations will result in an escalating fine, doubling until the NAR limit is reached (not greater than fifteen thousand (\$15,000) dollars) and referral to the Board of Directors for further possible sanctions including possible suspension and/or expulsion. Such amounts are cumulative, with each escalation adding to the total amount due. Fines may not exceed the NAR limit for a single incident. If the fine is not paid within the fifteen (15) day period, staff will issue a ten (10) day notice informing the Participant that nonpayment by the end of those ten (10) days will result in suspension of MLS service.

## **Section 7.3 Dismissal**

Any allegations that participant has violated the rules and regulations and participant provides Maine Listings with executed documents that in Maine Listings sole discretion evidence no violation has occurred, shall be dismissed.

## **Section 7.4 Categorizing Violations**

All violations not specifically categorized in the Bylaws, these Rules and Regulations, the End User License Agreement or any other agreement between Maine Listings and participant may be categorized as Minor, Minor-Automatic, Medium, Major or Severe as described above. Maine Listings may consider the practice of a participant as a whole where one or more of participant's offices or authorized users has repeated violations.

## **Section 7.5 Notification Regarding Violations**

Notification of a violation and/or fine may be sent to participants by mail, facsimile and/or email. Notification will be made to the participant and, as applicable, its authorized users. If there is a response from participant's authorized user(s), it will be assumed that the response is with participant's knowledge, consent and authorization. The identity of the complainants shall remain anonymous with data integrity violations.

## **Section 7.6 Applicability of Rules to Users**

All non-participant third parties (including participant's authorized users) will be required to accept the terms and conditions of the End User License Agreement (EULA) prior to accessing and using the MLS. Participants are responsible and accountable for their authorized users' access to and use of the MLS. In the event that an end user fails to abide by the EULA or these Rules and Regulations the affiliated participant shall be subject to sanctions and fines for such violations. Maine Listings' right to impose sanctions and fines on the affiliated participant does not in any way replace or limit Maine Listings' ability to pursue legal and equitable remedies directly from or against any end user violating the EULA or these Rules and Regulations.

## **Section 7.7 Purging Violation Offense Record**

The progressive fine schedule is per user per offense and any rule violation is considered to count as an offense. Fines will be billed to the participant. A one-year term is defined as the Maine Listings fiscal year which is January 1 to December 31. Said violation offense records will be purged on the last day of the calendar year and start anew on the first day of the subsequent calendar year.

## **SECTION 8 Meetings**

Meetings of participants and/or the Board of Directors shall be held in accordance with the provisions of Article VII of the Bylaws.

## **ENFORCEMENT OF RULES OR DISPUTES**

### **Section 9 Consideration of Alleged Violations**

As provided for in Section 9.2, the Policy Review Committee, Executive Committee and/or Board of Directors shall give consideration to all written complaints from participants having to do with a violation of these Rules and Regulations. Maine Listings may also incorporate additional electronic validation processes and notice of sanctions and/or fines. By becoming and remaining a participant, each participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Board of Directors.

When requested by a complainant, the MLS 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, the MLS will appoint a representative to serve as the complainant.

#### **Section 9.1 Violations of Rules and Regulations**

Violations of the EULA shall constitute a **Major Violation** of these Rules and Regulations. Except as otherwise stated herein, if an alleged violation of these Rules and Regulations does not involve an alleged violation of one or more of the provisions of Section 16 of these Rules and Regulations or a request for arbitration, the violation may be administratively considered. All Policy Review Committee proceedings shall be conducted as set forth in Addendum III of these Rules and Regulations. Complaints submitted by participants related to rules violations by other participants may only be considered if submitted within 180 days of closing or when a violation could have been reasonably known.

#### **Section 9.2 Complaints of Unethical Conduct**

All other complaints of unethical conduct shall be referred to the Maine Association of REALTORS® (or, if applicable the respective local board of REALTORS®) for appropriate action in accordance with the professional standards procedures established in the association's bylaws.

##### **Section 9.2.1 Non-Member Participants**

Participants who are not REALTOR® members must abide by the arbitration, mediation and professional standards rules of the NATIONAL ASSOCIATION OF REALTORS®.

#### **Section 9.3 Complaints of Unauthorized Use of Listing Content**

Any participant who believes another participant has engaged in the unauthorized use or display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized

use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listing content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules.

Upon receiving a notice, Maine Listings will send the notice to the participant who is accused of unauthorized use. Within ten (10) days from receipt, the participant must either: 1) remove the allegedly unauthorized content, or 2) provide proof to Maine Listings that the use is authorized. Any proof submitted will be considered by Maine Listings, and a decision of whether it establishes authority to use the listing content will be made within thirty (30) days.

If Maine Listings determines that the use of the content was unauthorized, Maine Listings may issue a sanction pursuant to Section 7 of the MLS rules, including a request to remove and/or stop the use of the unauthorized content within ten (10) days after transmittal of the decision. If the unauthorized use stems from a violation of the MLS rules, that too will be considered at the time of establishing an appropriate sanction.

If after ten (10) days following transmittal of Maine Listings' determination the alleged violation remains uncured (i.e., the content is not removed or the rules violation remains uncured), then the complaining party may seek action through a court of law.

#### **Section 9.4 MLS Rules Violations**

MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.

### **SECTION 10 CONFIDENTIALITY OF MLS INFORMATION**

#### **Section 10.1 Confidentiality**

Any information provided to or accessible by participants via the MLS shall be considered confidential information of Maine Listings and shall be exclusively for use by participants as provided for in these Rules and Regulations and the EULA. Other than as specifically permitted in these Rules and Regulations or the EULA any use or disclosure of the MLS is prohibited. Without limiting the generality of the foregoing, participants may not provide access to any confidential data fields generated from the MLS to any client/customer/member of the public (either as a printout or as part of any type of public display or electronic display including email). Confidential fields (as described in further detail below) are for use exclusively by participants to use as part of the MLS. **Major Violation.**

Using or displaying expired, withdrawn or terminated listings other than as permitted in these Rules and Regulations. **Major Violation.**

<b>Maine Listings Confidential Fields (Not Searchable or Viewable by the Public)</b>			
<b>Always</b>	<b>Client</b>	<b>VOW Includes Auto Response</b>	<b>Maine IDX Includes Auto Response</b>
			Non-Maine IDX Listings
Internal Remarks		Internal Remarks	Internal Remarks
Compensation (Sub-Agent and Transaction Broker)		Compensation (Sub-Agent and Transaction Broker)	Compensation (Sub-Agent and Transaction Broker)
Variable Commission		Variable Commission	Variable Commission
Showing Instructions	Showing Instructions	Showing Instructions	Showing Instructions
Showing Remarks	Showing Remarks	Showing Remarks	Showing Remarks
Exclusive Agency / Exclusive Right to Sell		Exclusive Agency / Exclusive Right to Sell	Exclusive Agency / Exclusive Right to Sell
Owner Name	Owner Name	Owner Name	Owner Name
		Street Address (if seller directed) **	Street Address (if seller directed) *
			Listing Date
Expiration Date***	Expiration Date	Expiration Date	Expiration Date
			Days On Market
			Directions

No Off-Market Status Listings: Pending, Expired, Withdrawn, Terminated	No Off-Market Status Listings: Pending, Expired, Withdrawn, Terminated	No Off-Market Status Listings: Expired, Withdrawn, and Terminated	No Off-Market Status Listings: Expired, Withdrawn, and Terminated
*The prohibition of Street Addresses includes not searching on or displaying a property's location by map or directions below the community level. ** Only if directed by seller through use of specific VOW addendum; includes not searching on or displaying a property's location by map or directions below the community level.			
***Will be included in a participant's listing data feed.			

## SECTION 11 Ownership of MLS Copyright and Compilation

By the act of submitting any property listing content to the MLS, the participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information and other details or information related to the listed property.

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

### Section 11.1 Ownership

All right, title, and interest in each copy of every multiple listing compilation created and copyrighted by Maine Listings, and in the copyrights therein, shall at all times remain vested in the Maine Real Estate Information System, Inc.

### Section 11.2 Copyright

As is further described in the EULA, the MLS and all intellectual property and other rights therein are owned exclusively by Maine Listings and/or its licensors, and nothing in these Rules and Regulations shall be construed to provide any participant or other end user with any ownership or other rights to the MLS other than the limited license rights set forth in the EULA. By submitting a listing, end user is granting to Maine Listings a perpetual, irrevocable, royalty-free, non-exclusive and fully sublicensable and transferable right and license to copy, use and modify any and all content related to any listing as Maine Listings deems necessary to include such listing in the MLS and the MLS compilation. Participant further acknowledges and agrees that the MLS compilation is protected under the U.S. Copyright Act (17 U.S.C. §101 et. seq.) and, as such, the unauthorized copying, distribution, modification and or other use of the MLS compilation (or any portion thereof) shall constitute a **Major Violation** of these Rules and Regulations and an infringement of Maine Listings' copyright rights, which may make participant liable for damages and costs under the U.S. Copyright Act, such damages and costs being in addition to the other legal and equitable rights and remedies that Maine Listings has pursuant to the EULA, these Rules and Regulations or otherwise.

### Section 11.3 Access to Comparable and Statistical Information

Comparable and statistical information is provided for the exclusive use of participants and participant's authorized users who are engaged in the real estate business and may not be transmitted, retransmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations. **Major Violation**.

## SECTION 12 PERMITTED USE AND UNAUTHORIZED USE OF THE MLS

### Section 12.1 License Grant and Permitted Uses

As is set forth in the EULA, Maine Listings has granted participant and other end users a non-exclusive, non-transferable license to access and use the MLS, such license rights being subject to, at all times, the terms, conditions and restrictions of the EULA and these Rules and Regulations. Participant shall not reproduce the MLS compilation or any portion thereof except in the following limited circumstances:

**12.1(a) License:** Each participant shall be entitled to license from the MLS copies of each MLS compilation that may be published sufficient to provide the participant and each end user with one copy of such MLS compilation. For each such copy, the participant shall pay the fees set by Maine Listings.

**12.1(b)** Display: Participants, and its authorized users shall be permitted to display the MLS and MLS compilation of active listings to consumers only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers for the listings described in the MLS and MLS compilation. Such displays are at all times subject to the bylaws, rules and regulations, and the EULA. Sold, pending, expired, withdrawn or terminated listings may not be displayed to consumers other than for the purposes of creating comparative marketing analysis reports and similar opinions of value. **Medium Violation.**

**12.1(c)** Export: Participants and their authorized users may export data from the MLS to other types of software provided that the subsequent use of the MLS data complies with these Rules and Regulations and the EULA. **Medium Violation.**

**12.1(d)** Reproduction Permitted: Participants or their authorized users may reproduce portions of the MLS compilation, and distribute to prospective consumers, a reasonable number of single copies of listings contained in the MLS compilation which relate to any properties in which the prospective consumers are or may, in the judgment of the participant or their authorized users, be interested. It is intended that the participant be permitted to provide prospective consumers with listings which the prospective consumers have a bona fide interest in purchasing or in which the participant is seeking to promote interest. The term "reasonable," as used herein, should therefore be construed to permit only limited reproduction of listings intended to facilitate the prospective consumer's decision-making process in consideration of a purchase or sale. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent, and thus reasonable in number, shall include, but are not limited to, the total number of listings in the MLS compilation, how closely the types of listings accord with the prospective consumer's expressed needs, whether the reproductions were made on a selective basis, and whether the types of listings are consistent with a normal itinerary of properties which would be shown to the prospective consumer.

**12.1(e)** Reproduction Prohibition: Reproductions made in accordance with this rule shall be prepared in such a fashion that the listing of properties other than that in which the prospective consumer has expressed interest, or in which the participant or their authorized users are seeking to promote interest, does not appear on such reproduction. **Medium Violation.**

**12.1(f)** Participant's Listings Exempt: Nothing contained herein shall be construed to preclude any participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of listings pertaining exclusively to properties currently listed for sale with the participant.

**12.1(g)** Supporting Estimate of Value: None of the foregoing shall be construed to prevent any individual legitimately in possession of the MLS compilation or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client. However, only such information that the MLS has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations. **Medium Violation.**

## **Section 12.2 Unauthorized Use**

Participant and its authorized users may not, at any time, exceed the license rights granted pursuant to the EULA. **Major Violation.**

## **Section 12.3 Responsibility for Authorized User Compliance**

Participant is responsible for ensuring that it and its authorized users comply with these confidentiality and unauthorized use provisions and that they do not provide unauthorized access to or use of the MLS to any third party.

Participant has twenty four (24) hours to notify Maine Listings when any authorized user's rights to access the MLS have been terminated and/or a site has been closed. **Major Violation.**

## **Section 12.4 Maine Listings Not Responsible for Accuracy of MLS Information**

Any listing published and disseminated by the MLS is transmitted as submitted without any changes by Maine Listings. The MLS does not review or verify any content submitted to the MLS and disclaims any responsibility for its accuracy. Each participant agrees to indemnify and hold Maine Listings harmless from and against any and all liability arising from any content submitted by participant and/or its authorized users.

## **SECTION 13 USE OF AGGREGATE MLS INFORMATION**

As detailed and limited herein, participants (companies) may use other participants listing information from the MLS and any MLS compilation, statistical report or comparable report as the basis for aggregating data related to market share or comparisons. Permitted and prohibited uses of market share information are detailed below. Public advertising as used herein shall include such things as online and print ads, social media, signs, flyers, mass mailings, bulletin board postings, etc.

No such public advertising or distribution to customers or clients may disclose any information about any specific listings or sales EXCEPT when used by the listing or selling participant of that specific property.

End users (companies and agents) with active Maine real estate licenses may compile and transmit print and electronic media statistical information for marketing purposes. The information shall not contain any specific listing data or any other location data about any specific listings that are listed with other participants or that were sold by other participants (as either cooperating or listing participant) and provided an authorized disclaimer and copyright notice appears.

Any market share report using Maine Listings data, when reproduced, must include mandatory disclaimer and copyright notice noted below.

### **Authorized Disclaimer and Copyright Notice:**

"Based on information from the Maine Real Estate Information System, Inc. (d/b/a Maine Listings) for the period (date) through (date)." © (current year) Maine Listings.

### **Additional Requirements:**

- 1) The Disclaimer and copyright notice must be used whenever Maine Listings MLS data is used, regardless of the program used to compile the statistics.
- 2) Maine Listings MLS Data shall not be co-mingled with non-MLS data in use of publicly released market share statistics.

### **Permitted Uses:**

- 1) **In a Seller or Buyer Presentation:** the participant may use: a) company market share information expressed by units, dollar volume or percentage of market share compared to other participants (company) and/or, b) units or percentage of market share of authorized users (agents). Printouts from Maine Listings may be distributed in a seller or buyer presentation.
- 2) **In any Public Advertising:** the participant may include their own company market share information expressed in units, dollar volume and rankings compared to other participants (company) information.

Failure to include the authorized disclaimer and copyright notice and/or to follow the additional requirements is a **Major Violation**. A prohibited use of aggregate and statistical data is a **Major Violation**.

## **SECTION 14 CHANGES IN RULES AND REGULATIONS**

Amendments to these Rules and Regulations shall be made by the Board of Directors in accordance with the Bylaws. Maine Listings will notify participants of any amendments to these Rules and Regulations by posting a notice on the Maine Listings web site or via email, and upon posting such notice, the amendments shall be binding on all end users.

## **SECTION 15 ARBITRATION OF DISPUTES**

By becoming and remaining a participant, each participant agrees to arbitrate disputes involving contractual issues and questions, and specific non-contractual issues and questions defined in Standard of Practice 17-4 of the Code of Ethics with MLS participants in different firms arising out of their relationships as MLS participants, subject to the following qualifications.

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

b) If the disputants are members of different boards/associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different boards/associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the MAINE ASSOCIATION OF REALTORS® procedures.

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

**Awards:** The obligation to arbitrate includes the duty to either 1) pay an award to the party(ies) named in the award or 2) deposit the funds with the Professional Standards Administrator to be held in an escrow or trust account maintained for this purpose. Failure to satisfy the award or deposit the funds with the board/association within ten (10) days may be considered a violation of the MLS rules and may subject the participant to disciplinary action at the sole discretion of the MLS.

## **SECTION 16 STANDARDS OF CONDUCT FOR MLS PARTICIPANTS**

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

**Standard 16.2** Signs giving notice of property for sale or exchange shall not be placed on property without consent of the seller.

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

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

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

**Standard 16.6** Participants shall not use information obtained from listing participants through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing participant's clients to other participants or to create buyer relationships with listing participant's clients, unless such use is authorized by listing participants.

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

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

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

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

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

**Standard 16.12** Participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed general for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale signs, or other sources of information intended to foster cooperation with participants.

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

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

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

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

**Standard 16.16** Participants, acting as representatives or brokers of sellers or as subagents of listing brokers, shall disclose that relationship to buyers as soon as practicable, and shall provide written confirmation of such disclosure to buyers not later than execution of any purchase agreement.

**Standard 16.17** Participants are not precluded from contacting the client of another participant for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other participant's exclusive agreements. However, information received through a MLS or any other offer of cooperation may not be used to target clients of other participants to whom such offers to provide services may be made.

**Standard 16.18** Participants, acting as subagents or buyer representatives or brokers, shall not use the terms of an offer to purchase to attempt to modify the listing participant's offer of compensation to subagents or buyer representatives or brokers, or make the submission of an executed offer to purchase contingent on the listing participant's agreement to modify the offer of compensation.

**Standard 16.19** All dealings concerning property exclusively listed or with buyers who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with the consent of the client's representative or broker or except where such dealings are initiated by the client.

Before providing substantive services (such as writing a purchase offer or presenting a CMA) to prospects, participants shall ask prospects whether they are a party to any exclusive representation agreement. Participants shall not knowingly provide substantive services concerning a prospective transaction to prospects who are parties to exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

**Standard 16.20** Participants and end users, prior to or after their relationship with their current firm is terminated, shall not induce clients of their current firm to cancel exclusive contractual agreements between the client and that firm. This

does not preclude participants from establishing agreements with their associated licensees governing assignability of exclusive agreements.

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

**Standard 16.22** Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

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

Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

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

- a) engage in deceptive or unauthorized framing of real estate brokerage websites;
- b) manipulate (e.g., presenting content developed by others) listing and other content in any way that produces a deceptive or misleading result;
- c) deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic;
- d) present content developed by others without either attribution or without permission; or
- e) otherwise mislead consumers, including use of misleading images.

**Standard 16.25** The services which participants provide to their clients and customers shall conform to the standards of practice and competence which are reasonably expected in the specific real estate disciplines in which they engage; specifically, residential real estate brokerage, real property management, commercial and industrial real estate brokerage, land brokerage, real estate appraisal, real estate counseling, real estate syndication, real estate auction, and international real estate.

Participants shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.

## **SECTION 17 MAINE LISTINGS LOCKBOX SYSTEM USE - (Deleted 12/9/2020)**

## **SECTION 18 INTERNET DATA EXCHANGE (IDX)**

### **Section 18 IDX Defined**

IDX affords MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings.

Electronic display subject to this policy means displays on participants' public websites and displays using applications for mobile devices that participants control. For purposes of this policy "control" means participants must have the ability to add, delete, modify and update information as required by this policy. All displays of IDX listings must also be under the actual and apparent control of the participant and must be presented to the public as being the participant's display. Actual control requires that the participant has developed the display or caused the display to be developed for the participant pursuant to an agreement giving the participant authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the participant's display will understand the display is the participant's, and that the display is controlled by the participant. Factors evidencing control include, but are not limited to, clear identification of the name of the brokerage firm under which the participant operates in a readily visible color and typeface, except as otherwise provided for in this policy (e.g., displays of minimal

information). All electronic display of IDX information conducted pursuant to this policy must comply with state law and regulations, and MLS rules. Any display of IDX information must be controlled by the participant, including the ability to comply with this policy and applicable MLS rules.

## Section 18.1 Authorization

Participants' consent for display of their listings by other participants pursuant to these Rules and Regulations is presumed unless a participant affirmatively notifies the MLS that the participant refuses to permit display (either on a blanket or on a listing-by-listing basis). If a participant refuses on a blanket basis to permit the display of that participant's listings, that participant may not download, frame or display the aggregated MLS data of other participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all internet display or other electronic forms of display or distribution.

## Section 18.2 Participation

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

**18.2.1** Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. **Major Violation.**

**18.2.2** MLS participants may not use IDX-provided listings for any purpose other than display as provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. **Major Violation.**

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

**18.2.4** Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property, (e.g., condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g., exclusive right to sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant.

**18.2.5** Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. Participants displaying sold data may display sold data starting from January 1, 2012. **Major Violation.**

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

**18.2.7** Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, "control" means the ability to add, delete, modify and update information as required by the IDX policy and MLS rules. **Major Violation.**

**18.2.8** Any IDX display controlled by a participant or subscriber that

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

b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by participants. Except for the foregoing and subject to Section 18.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. **Major Violation.**

**18.2.9** Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. **Medium Violation.**

**18.2.10** An MLS participant may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that participants may display listings from each IDX feed on a single webpage or display.

**18.2.11** Participants shall not modify or manipulate information relating to other participants listings. MLS participants may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields. **Minor Violation.**

(Note: Banners are allowed on images of IDX listings with the same timeframe used when listings are displayed on the Hot Sheet.)

**18.2.12** All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

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

When displaying sold listings, an IDX site must clearly identify the listing brokerage and cooperating brokerage firm names in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of any other content. **Major Violation.**

### **Section 18.3 Display**

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

**18.3.1** Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., showing instructions, and property security information) may not be displayed. **Minor Violation.**

**18.3.1.1** The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. **Minor Violation.**

**18.3.2:** Deleted May 2015

**18.3.3** Deleted May 2017; moved to 18.2.12 May 2017.

**18.3.4** NOT APPLICABLE

**18.3.5** Non-principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation. **Minor Violation.**

**18.3.6** Deleted November 2006.

**18.3.7** All listings displayed pursuant to IDX shall show the MLS as the source of the information. **Medium Violation.**

**18.3.8** The Maine IDX Logo together with the following notice must appear on all search results and details pages of the participant's IDX website and displays:

a) "Listing data is derived in whole or in part from the Maine IDX and is for consumers' personal, noncommercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © (current year) Maine Real Estate Information System, Inc. All Rights Reserved. 

b) The Maine IDX Logo and disclaimer shall appear at the bottom of all listing pages containing Maine IDX data.

**Medium Violation.**

**18.3.9 NOT APPLICABLE**

**18.3.10** The right to display other participants' listings pursuant to IDX shall be limited to a participant's office holding participatory rights in the MLS.

**18.3.11** Maine IDX data may be integrated with other MLS data from another incorporated MLS in order to allow a user to simultaneously search the Maine IDX data and such MLS data via a participant's IDX website and/or displays. However, at no time may Maine IDX data be co-mingled with exempted listings, open listings or listings that are for sale by the seller of the property ("for sale by owner"), or any other properties that are not acceptable listings. Listings obtained from other sources (e.g., from other MLSs, etc.) must display the source from which each such listing was obtained. **Major Violation.**

**18.3.12** Display of expired, withdrawn and terminated listings is prohibited.

**18.3.13 – 18.3.15 NOT APPLICABLE**

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

**Section 18.4** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors.

**Section 18.5** Any authorized Internet website that collects or requests information from a consumer must display the participant's privacy policy informing consumers how the information they provide may be used. **Major Violation.**

**SECTION 19 VIRTUAL OFFICE WEBSITES (VOWs)**

**Section 19.1 VOW Defined**

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

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

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

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

## **Section 19.2**

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

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

c. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant's VOW.

d. A participant's VOW must be submitted to Maine Listings staff for compliance review prior to making the VOW generally available to the public. Changes to a participant's VOW that involve Maine Listings data and within the scope of VOW policy that occur after the compliance review process must be resubmitted for another review to ensure compliance prior to making those changes available to the public.

**e. Any violations by any parties of Section 19 of these Rules and Regulations may be considered and administered in accordance as a Major Violation.**

## **Section 19.3**

a. Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps:

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

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

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

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

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

d. The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:

i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant

ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use

- iii. that the Registrant has a bona fide interest in the purchase or sale of real estate of the type being offered through the VOW
- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
- v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database.
- e. The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- f. The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

#### **Section 19.4**

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

#### **Section 19.5**

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

#### **Section 19.6**

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

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

#### **Seller Opt-Out Form**

1. Check one.
  - a.  I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.
  - 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 searches.

Initials of Seller

c. The 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.

### **Section 19.7**

a. Subject to Subsection b., below, a participant's VOW may allow third-parties:

- i. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
- ii. display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

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

### **Section 19.8**

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

### **Section 19.9**

A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

### **Section 19.10**

Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS® VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

### **Section 19.11**

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

### **Section 19.12**

A participant's VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, or type of property.

### **Section 19.13**

A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

### **Section 19.14**

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

## **Section 19.15**

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

- a. expired, withdrawn, and terminated listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right to sell or exclusive agency
- d. the seller's name
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

## **Section 19.16**

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

## **Section 19.17**

A participant shall cause to be placed on his or her VOW a notice indicating that the MLS listing information displayed on the VOW is deemed reliable but is not guaranteed accurate by the MLS. A participant's VOW may include other appropriate disclaimers necessary to protect the participant and/or the MLS from liability.

The following disclaimer and copyright notice must appear on all search results and details pages of the participant's (or subscriber's) VOW:

"Listing data is derived in whole or in part from Maine Real Estate Information System, Inc. (d/b/a Maine Listings) and is for consumers' personal, noncommercial use only. Dimensions are approximate and not guaranteed. All data should be independently verified. © (current year) Maine Real Estate Information System, Inc. All Rights Reserved.



## **Section 19.18**

A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm, the listing broker or agent, and the email or phone number provided by the listing participant in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

## **Section 19.19 NOT APPLICABLE**

## **Section 19.20**

A participant shall require that Registrants passwords be reconfirmed or changed every 90 days.

## **Section 19.21: NOT APPLICABLE**

## **Section 19.22**

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

## **Section 19.23**

A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

## **Section 19.24**

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

## **Section 19.25: NOT APPLICABLE**

## **Section 20 Participant Valuation Data Use**

**Section 20.1 Participant Valuation Defined.** "Participant Valuation" is Participant's use and display of portions of MLS listing content, possibly including other data, for an automated valuation model (AVM), broker price opinion (BPO), comparative (or comparable) market analysis (CMA), or similar product or service, provided it can fairly be characterized as a valuation of real property and only to the extent permitted here. Participant Valuation services need not include any human judgment or analysis. As used in this Section 20 of these rules, the term "Participant" includes a Participant's affiliated non-principal brokers and sales licensee, except when the term is used in the phrases "Participant's consent" and "Participant's oversight, supervision, and accountability." References to "Participant Valuation" includes all Participant Valuation whether provided by a Participant, non-principal broker, or sales licensee.

**Section 20.2 Valuation Vendor.** "Valuation Vendor" refers to an entity or person designated by Participant to provide Participant Valuation services to Participant, subject to Participant's supervision, accountability, and compliance with this policy. No Valuation Vendor has independent participation rights in the MLS or right to use MLS listing content, except in connection with the provisions of Participant Valuation services to Participant. Access by Valuation Vendor to MLS listing content is derivative of the rights of the Participant on whose behalf it provides the Participant Valuation services. Participant may use Valuation Vendor's technology platform and services to facilitate the fulfillment of Participant Valuations services, subject to and as permitted by state law.

**Section 20.3 Provision of Participant Valuation.** Participant may provide Participant Valuation services to individuals and entities with whom Participant establishes a broker-customer or broker-client relationship ("Registrants"), if such a relationship is required and defined by state law, including completion of all actions required by state law in connection with providing real estate brokerage services to Registrants. Such actions include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements necessary for performing valuations of real property services. Participant's Valuation Vendor may facilitate such actions where permitted by state law. Where state law does not require the establishment of a broker-customer or broker-client relationship for providing Participant Valuation services, the transaction must still occur between the Participant and Registrant, but may be facilitated by Participant's Valuation Vendor.

**Section 20.4 Eligible Registrants.** Registrants may include Participant's bona fide clients and customers, financial institutions, mortgage lenders, mortgage bankers, mortgage brokers, mortgage loan servicers, title or mortgage insurers, insurers of payments owed to owners of mortgage backed securities, government sponsored entities, or such other businesses or institutions having an interest in automated reports on property valuation or market conditions.

**Section 20.5 Registration e-mail address.** Participant, or Valuation Vendor on behalf of Participant where permitted by state law, must obtain the name of and a valid e-mail address for each Registrant that is an individual and the name of and a valid email address for each authorized user if the Registrant is an entity. Participant must ensure that each Registrant agrees to the following terms of use or substantially similar terms of use. Participant must verify that the e-mail address provided by the Registrant is valid and that the Registrant has agreed to the terms of use; Participant may utilize Valuation Vendor's technology platform to facilitate and fulfill these obligations.

**Section 20.6 Terms of use.** Participant, or Valuation Vendor on behalf of Participant where permitted by state law, must require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms-of-use agreement or other form of written contract that provides at least the following:

- (a) that Registrant acknowledges entering into a lawful consumer-broker relationship with Participant, if such a relationship is required by state law, or that Registrant acknowledges purchasing the Participant Valuation from Participant, if a consumer-broker relationship is not required by state law.
- (b) that all information obtained by Registrant from Participant Valuation is intended only for Registrant's business purposes related to (1) mortgage loan foreclosure or default risk assessment or the review of the quality or accuracy of real estate appraisals or other valuations (2) use in evaluating or engaging in a potential financing or other transaction relating to the subject property, (3) distribution to an actual or potential borrower of funds the repayment of which is secured by a mortgage lien on the subject property, or to the borrower's financial or legal advisors, (4) the purchase or sale of mortgage servicing rights, (5) the purchase or sale of loans, or (6) the purchase, sale, or rental of properties whether property is intended to be used as a residence or for investment and whether the purchaser or seller is an individual or institution.

(c) except as provided above, that Participant Valuations must not be used for any other purposes, including display on publicly accessible websites, and that Registrant must not resell Participant Valuation and must not copy, redistribute, or retransmit or otherwise use any of the MLS listing content provided in Participant Valuation.

(d) that Registrant acknowledges, as between the parties, the MLS's ownership of and the validity of the MLS's copyright in the MLS listing content.

(e) that Registrant authorizes MLS and other Participants or their duly authorized representatives to access and review the form used by Participant for any Participant Valuation for the purposes of verifying compliance with this policy and monitoring use of Participants' listings for Participant Valuation.

To the extent that Registrant breaches the terms of use agreement described in this policy, Participant and Valuation Vendor is liable to the MLS as if Participant or Valuation Vendor had breached the terms of use agreement itself. The agreement may also include such other provisions as may be agreed to between Participant and Registrant.

**Section 20.7 Rights limited to Participants.** Participant's right to use MLS listing content in any Participant Valuation is subject to the applicable office of Participant being a Participant in the MLS. In other words, an office of Participant that is not a Participant of the MLS, then it may not use MLS listing content in any valuations or real property provided to any third party.

**Section 20.8 Standard of care and display.** Participant must protect the MLS listing content from misappropriation by employing reasonable efforts to monitor for and prevent scraping or other unauthorized accessing, reproduction, or use of the MLS listing content and Valuations.

**Section 20.9 Compliance checking.** Participant must make a copy of any type of Participant Valuation sold by Participant available to the MLS for purposes of verifying compliance with this policy. Participant must maintain an audit trail of Participant's delivery to Registrant of all Participant Valuations and make that information available to the MLS if the MLS has reason to believe that any Registrant has caused or permitted a breach of the terms of use (or comparable agreement).

**Section 20.10 No disclosure of confidential data.** Participants are prohibited from providing to any individual or entity, verbally or by any other delivery mechanism, any MLS listing content classified as confidential by the MLS. Participant and Valuation Vendor must ensure that such confidential information is not disclosed to Registrants or any other third party.

**Section 20.11 Display requirements.** Participant must cause to be placed on any Participant Valuation, or terms of use, (a) a notice indicating that the MLS listing content displayed on the Participant Valuation is not guaranteed accurate by the MLS or other Participants; (b) a copyright notice display "Copyright 20XX Maine Real Estate Information System, Inc. (d/b/a Maine Listings)" or "© 20XX Maine Real Estate Information System, Inc. (d/b/a Maine Listings)" or substantially similar. Participant must replace "20XX" with the current year as of January 1 each year.

## **Section 21 Brokerage Back Office Feed**

Participants are entitled to use the BBO Data for BBO Use subject to the provisions of this policy:

**Section 21.1 BBO Data Defined.** "BBO Data" means all real property listing and roster information in the MLS database, including all listings of all participants, but excludes (i) MLS only fields (those fields only visible to MLS staff and the listing participant), and (ii) fields and content to which MLS does not have a sufficient license for BBO use.

**Section 21.2 BBO Use Defined.** "BBO Use" means use of BBO Data by participant and subscribers affiliated with the participant for the following purposes: (1) Brokerage management systems that only expose BBO Data to participant and subscribers affiliated with participant; (2) Customer relationship management (CRM) and transaction management tools that only expose the BBO Data to participant, subscribers affiliated with participant, and their bona fide clients as established under state law; (3) Agent and brokerage productivity and ranking tools and reports that only exposes BBO Data to participant and subscribers affiliated with participant; (4) Marketplace statistical analysis and reports in conformance with these rules.

**Section 21.3 BBO Use by Participant.** BBO Use may only be made by participant and subscriber affiliated with participant, except that at the request of a participant, MLS must provide BBO Data to that participant's designee. The designee may use the BBO Data only to facilitate the BBO Use on behalf of that participant and its affiliated subscribers.

**Section 21.4 No Opt Out.** There is no option for participants to opt-out their listings from the Brokerage Back Office Feed Use.

## Addendum I

### Branch/Office Site License Policy Statement

For the purposes of this policy statement:

1. The Maine Department of Professional & Financial Regulation (MDPFR) shall mean that body which issues and governs real estate licenses and appraisal certification in the state of Maine.
2. Licensees shall mean, brokers, agents, appraisers, appraiser trainees, etc.
3. Site shall mean any separate business location(s) that meets the criteria requiring a site license fee as set forth in this policy statement.

Determining when a participant has multiple sites that require a separate site license fee: A separate site license fee (as set forth in the EULA) must be paid for each participant site. Each office or place of business where participant wishes to have a separate identity and/or allow authorized users from that office or place of business to use the MLS is a separate site. The following provisions provide further guidance on determining when a separate site license fee must be paid.

#### 1. Separate Branch or Satellite Offices:

- a. If participant has a place of business that is licensed as a real estate branch office or is listed as the address of an appraiser by the MDPFR, or if participant has a place of business that is otherwise required to be licensed as a branch office, that "branch office" is a separate site if any one or more of the following apply:
  - i. Authorized User of Record: If the MDPFR's records state that one or more of participant's authorized users have been, or are, either located at or "licensed to," or employed at a place of business other than a licensed Site. (Note: designating an authorized user as a branch manager or supervisor at a branch site or office or address other than that on the site license shall not alone be cause for the requirement of payment of an additional site license fee so long as that same branch manager/supervisor is an authorized user at a Site that is subject to a site license fee at the same or higher level of access than the other place of business); or,
  - ii. Public Statement of Services: Participant, or its authorized users, or other persons advertise or promote the other place of business as being owned, occupied, used or operated by or affiliated with participant, such that participant (or any authorized user) can conduct services as defined by the Maine Real Estate Commission license law (whether such advertisement or promotion is public - for example, in newspapers or on the Internet) or private (for example, on stationary or business cards) or as a location where participant or its authorized users may be contacted regarding matters related in any way to any listing available and/or accessible via the MLS.

Homes as a Place of Business: If the home is held out to the public as being an office - meaning, you maintain business cards with that address, there are ads noting that home office/town as a branch, there's a yellow page ad identifying the home office, for sale signs with home office phone # or an office sign at the location of your home, etc. or use any other public statement or announcement that identifies the home as also being a place of business. If you can answer no to ALL of the above, you do not need to pay a fee. If yes to ANY of the above, you are telling the public that the location is a place of business and you DO need to pay the site license fee.

- iii. Do Licensees Work Out of Your Place of Business: For example: answering phones, meeting clients, doing CMAs, writing offers, inputting listings, or searching for properties, performing appraisals, performing appraisal reviews or having access to Maine Listings data and use as part of their business in that branch office. Or is your branch office simply held out to the public as being a branch of the firm (such as, listed in the phone book/directory assistance, identified in ads, or a sign on building that it's an office in a commercial location)? If yes to ANY of the above, you DO need to pay a site license fee. If your branch office includes licensees who work out of that office\* and they meet ALL of the following criteria; (answering phones, meeting clients, doing CMAs, writing offers) but have absolutely no reason to use Maine Listings data (for example, there are no authorized users assigned to this office, the office is in a market that doesn't use MLS, CMAs are performed

using third-party sources non- Maine Listings data, cannot offer a seller the ability to put listing in Maine Listings) – then no -- you do not need to pay a fee.

NOTE: The definition "work out of" implies that licensees at that branch are capable of servicing a call to that branch inquiring about a Maine Listings listing by having access to the computer. Work out of does not include someone swinging by and using a phone line on their way through town. Work out of includes licensees who maintain a presence in that office. Maintain a presence can happen two ways: a) they are licensed to that branch; b) they are licensed to another branch but routinely spend more than an incidental amount, i.e., 5% of their time working at the branch office without a site license.

iv. Administrative Branch: If only administrative personnel of the firm work out of that branch (meaning, the public never becomes aware of the existence of that branch because only bookkeepers and non-licensed staff work there, then it is exempt from a site license fee.

b. Determining whether participant's authorized users actually access and use the MLS from any particular location is not definitive or required when determining whether such a location is a "site" that requires a separate site license fee. Participants should review the above factors when determining whether their separate locations are deemed separate sites. If participant is unsure whether its separate location or office is a site that requires a separate site license fee, participant is obligated to request that Maine Listings make a determination and comply accordingly.

2. Permissible Multiple Location Use. Nothing in subsection 1 shall mean that authorized users cannot use and access the MLS from a location that does not require a separate site license fee; provided that the factors listed in subsection 1 do not also apply.

3. Manager Exception: Nothing in subsection 1 shall mean that an authorized user who is the designated manager licensed to more than one location cannot use and access the MLS from a location that does not require a separate site license fee; provided that (i) at least one of the locations to which the designated manager is licensed is subject to payment of a site license fee, (ii) the designated manager does not permit unauthorized use/access, and (iii) the factors listed in subsection 1 do not apply.

4. Multiple Businesses at Same Location. Participants conducting multiple businesses at the same location must pay a site license fee for each separate business if, according to the MDPFR records, any authorized user (other than the designated broker/and or manager) is licensed to or located at the separate business. For purposes of this section, the term "separate business" means any distinct legal entity or any business that is designated, promoted or advertised under a different name.

5. Payment of Site License Fee. Each separate site requires payment of separate site license fee. These fees commence and become due and payable (whether or not participant properly identifies the number of sites for which it owes a site license fee) on the earlier of the following dates: a) the date the participant notifies Maine Listings of its additional site; or b) the date the participant should have notified Maine Listings of its additional site as provided for above. The fees are due and payable upon demand by Maine Listings and continue to accrue until the earlier date by which participant terminates its business at the applicable unlicensed site and terminates all access to the MLS at the unlicensed site, or the date any unlicensed site no longer requires the payment of a separate site license fee pursuant to these Rules and Regulations. Notwithstanding the termination of the accrual of fees, any balance due to Maine Listings from an unlicensed site shall be due upon demand and remain due until paid. Subsequent closure of an unlicensed site is not a basis to forgive a violation of these Rules and Regulations. If the date in subsection (b) above is not clear, Maine Listings may use the date upon which a participant (or any of its authorized users) was first designated/licensed to the applicable site according to MDPFR records. If the date of termination is unclear, Maine Listings may use the last date participant (or any of its authorized users) was designated/licensed to the applicable site according to the Maine Department of Professional & Financial Regulation's records. Participant is obligated to pay all owed and unpaid amounts due to Maine Listings upon demand.

6. Penalties for Failure to Pay Site License Fee When Required: Participant's failure to pay a required site license fee entitles Maine Listings to terminate participant's access to and use of the MLS at all of participant's sites upon thirty (30) calendar days notice to such participant, such notice may be provided via email). In addition, Maine Listings may immediately terminate access of any authorized user designated by the MDPFR records as being affiliated with an unlicensed site without notice. Participant shall not be entitled to access, or provide access to any previously authorized user, without payment of all sums due to Maine Listings for the unlicensed site. Termination or suspension of the MLS does not relieve participant of its obligation to pay Maine Listings all owed and unpaid amounts. Violation of the end user license agreement or these Rules and Regulations by failure to properly license and pay for each site shall be a **Major Violation** as defined in the rules and regulations.

7. Participant Affidavits: Maine Listings may accept, but is not obligated to accept, an affidavit from participant as evidence of any of the above factors in any dispute with participant regarding the need to license any location or disputed exempted. If subsequent facts reveal that the affidavit is false or has been provided in bad faith, Maine Listings shall remain entitled to collect all owed and unpaid amounts due and take all other remedies available, whether or not certain prior claims were abated, waived or forgiven based upon any such affidavit.

8. Maine Listings Review: The Executive Committee of Maine Listings shall have the right to review participant's requests for relief from any finding that participant has violated the rules and regulations relating to the determination of the number of participant sites as provided in Section 9.2 of the rules and regulations; provided, however, that the Executive Committee shall not be required to admit new evidence of any kind, nor be obligated to provide any participant with an opportunity to present evidence disputing any determination made by Maine Listings and that the Executive Committee may at its option refer the violation to the Policy Review Committee for further consideration of violations of Section 7 and Section 9 of the rules and regulations. The participant's authorized representative shall have the right to be present and speak on its behalf before the Executive Committee regarding any claimed violation only in the event the Executive Committee elects to provide participant the optional opportunity to dispute any determination made by Maine Listings.

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## **Addendum II**

### **Failure to Pay Policy Statement**

1. **SUSPENSION POLICY:** For failure to pay any service charges, fees or dues within thirty (30) days of the due date and provided that at least ten (10) days notice has been given by Maine Listings:
  - a. Payment default letters shall include an automatic processing fee. AND
  - b. Participation in Maine Listings shall be suspended. AND
  - c. Upon suspension participant must immediately cease using Maine Listings printed and electronic data. AND
  - d. Participant must immediately notify its authorized users and consultants that they too are ineligible to access and use Maine Listings data. AND
  - e. Participant's active and pending listings may be removed. AND
  - f. Reinstatement and any other fees due must be satisfied prior to reinstatement.
2. **EXPULSION POLICY:** If fees remain unpaid for a total of sixty (60) days the participant shall be:
  - a. Expelled. AND
  - b. Participant's active and pending listings if not already removed may be removed. AND
  - c. In addition to unpaid fees, fines, or dues, participants shall also be charged all reasonable costs of collection including actual attorney's fees. AND
  - d. Following expulsion, reinstatement shall no longer be an option and a new application for participation must be filed with payment of an initiation fee.
3. **OUTSTANDING DEBTS:** Participant continues to be responsible for all debts, including time remaining in their initial term.
4. **PAYMENT MUST BE MADE IN FULL:** Once suspended or expelled, MLS services will not be re-instated until full payment of all charges is received in addition to any reinstatement or initiation fees. (To view participant account statement or make payment when suspended, go to [MaineListings.com](http://MaineListings.com), Sign In, My Office, Pay My Bill. Expelled participants payments must be paid in full with certified funds.)
5. **INTEREST CHARGES:** Interest charges of one and one half per cent (1.5%) a month shall be assessed for each delinquency over fifteen (15) days from the date of invoice.

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### Addendum III

#### **Policy Review Committee and Executive Committee Proceedings, Hearings and Appeals Process and Procedures**

**Policy Review Committee Process and Procedures:** The Policy Review Committee consists of up to fifteen (15) individuals appointed by the president. The chair of the committee shall be appointed by the president.

In the event that participant wishes to have the committee conduct a hearing for any sanction, it shall so notify Maine Listings in writing within ten (10) business days of the date of such determination. The notice must outline in as much detail as possible the reasons that participant feels the determinations or sanctions should be set aside and/or amended. Upon receipt of such notice, all sanctions shall be deferred until such time as the committee conducts its hearing. NOTE: fees for MLS service are not subject to this section or appeal.

If a matter is referred to the committee for a hearing, Maine Listings will notify the chair of the committee. Upon receipt of such notice the chair will appoint a panel of five (5) members of the committee to hear the matter and establish the time/location of the proceeding. One of the panel members will be the chair of the committee. If the chair determines that she/he has a conflict of interest with participant, the chair will appoint another member who will act as chair and preside over the proceeding. Participant will be notified in writing of the alleged violation and the fact that the matter has been referred to the committee. The notice to participant shall include: (i) specifics regarding the alleged violation, (ii) copies of any supporting documentation/materials that will be provided by Maine Listings to the panel, (iii) the identity of the five-member panel and (iv) the date/time/location of the proceeding. This written notice must be sent to participant at least ten (10) business days prior to the date that the proceeding is to be held, unless participant consents to a shorter time for a proceeding. Participant may object to any panel member, including the chair. Unless the president determines that participant's objection is made in bad faith or without reasonable basis, the committee will honor any such objections and will propose an alternative member of the committee to serve on the panel. Participant must provide written notice of its objection to any panel member within five (5) business days of the date of notice of the proceeding. If an objection is raised, participant will be provided with written notice of the alternative(s) selected and will have another five (5) business days to object to such alternatives as provided above. The proceeding will be rescheduled as necessary to accommodate this notice and objection process.

If participant becomes unable to attend the hearing and would like to re-schedule for another date, participant shall so notify Maine Listings as soon as possible with cause. Although there is no obligation to re-schedule any hearing, chair may elect to do so as to reasonably accommodate participant's request.

Three (3) members of the panel (including the chair) must be present for a quorum, and a majority vote of those present shall constitute the decision of the committee. The chair will only vote in the event that there is a tie among the other panel-members.

Participant may be represented by counsel at the proceeding. The committee will be conducted as follows:

First, the chair will read the following statement:

Maine Listings staff was informed of (or discovered) a perceived violation of the rules and regulations. The participant was notified and given an opportunity to respond.

Only the Board of Directors of Maine Listings may make or amend policies. The committee must consistently and fairly apply its interpretation of the rules and regulations as established by the Board of Directors. You may not pick and choose from or alter any rules that you wish to enforce. However, after a finding, the committee may recommend that the Board of Directors consider amending a rule, policy or any procedures as a result of the hearing.

Second, the chair will introduce those in attendance and will ask if anyone needs clarification of the alleged violation and/or the applicable rule or possible sanctions. All questions shall be answered to the satisfaction of the individual seeking clarification.

Third, participant will be provided with an opportunity to address the alleged violation, at which time participant may present additional evidence and call witnesses.

Fourth, upon completion of participant's presentation, the chair will invite the panel to ask questions of any in attendance. All questions shall be answered to the satisfaction of the individual posing the question.

Fifth, participant and their possible attendees will be asked to leave the room and the panel will discuss the allegations. As part of their discussions, the panel may make inquiries of participant or attendees. At this time, new evidence may not be introduced.

Sixth, upon completion of the above discussions, participant and attendees may be asked to rejoin the panel and the panel shall deliver its decision in writing. The written decision, along with a copy of the review and appeals process will be provided to participant prior to adjourning.

In making its determination, the panel may (i) postpone its finding(s), (ii) dismiss the allegation, or (iii) if participant has been found to have committed a violation impose the following sanction(s): (a) a fine not to exceed \$15,000, (b) suspension or expulsion of participant, (c) place participant on probation during which time staff will monitor data input and spot check participant's supporting documentation as deemed necessary; and/or (d) any other remedies or sanctions that the panel deems appropriate as a condition to participant's continued participation including, without limitation, that the participant be directed to require that the authorized representative or certain of its user(s) successfully complete required education within a prescribed period of time related to the violation. Sanctions may include a combination of any of the above with or without return of any fines upon successful completion of any prescribed course or program. Any fines assessed will be invoiced and must be paid in accordance with the same policies for payment of subscription fees. Failure to comply with any sanctions will require further disposition, during which time participant's access to the MLS may be suspended.

Participant may request an appeal hearing before the Executive Committee to review a determination made by the Policy Review Committee only when there are concerns of 1) misapplication of the MLS rule, 2) lack of due process or 3) the sanction issued. Such appeal hearing shall be conducted as set forth below and shall address those concerns only.

**Executive Committee Review Process and Procedures:** In the event that participant wishes to have the Executive Committee review matters of 1) misapplication of the MLS rule, 2) lack of due process or 3) the sanction issued by the Policy Review Committee, it shall so notify Maine Listings in writing within ten (10) business days of the date of such determination. Participant must include with such notice a non-refundable filing fee of \$250. (If determination is no violations are confirmed, filing fee may be refunded.) The notice must outline in as much detail as possible the reasons that participant feels the determinations or sanctions should be set aside and/or amended. Upon receipt of such notice, the president shall review same and determine if an appeal hearing is warranted, all sanctions shall be deferred until such time as the Executive Committee conducts its appeal hearing. Any member of the Executive Committee who also served on the Policy Review Committee panel that issued the determination and sanctions in question may not participate in the Executive Committee appeal hearing.

Upon determination an appeal hearing is warranted then written notice to participant and the members of the Executive Committee, shall include (i) specifics regarding the alleged violation and any documentation/materials related thereto, (ii) copies of participant's request for an appeal hearing along with any supporting documentation/materials provided with such notice, (iii) the sanctions imposed by the Policy Review Committee, (iv) the date/time/location of the appeal hearing and (v) the names of the Executive Committee. This written notice must be sent to participant at least ten (10) business days prior to the date that the proceeding is to be held; unless participant consents to a shorter time for a proceeding. Participant may object to any Executive Committee member, including the chair. Unless the president determines that participant's objection is made in bad faith or without reasonable basis, the Executive Committee will honor any such objections. Participant must provide written notice of its objection to any executive member in writing and within five (5) business days of the date of notice of the proceeding. If an objection is raised, the president may replace the member with a director and participant will be provided with written notice of the alternate(s) selected and will have another five (5) business days to object to such alternate(s) as provided above. The proceeding will be rescheduled as necessary to accommodate this notice and objection process.

If participant becomes unable to attend the appeal hearing and would like to re-schedule for another date, participant shall so notify Maine Listings as soon as possible with cause. Although there is no obligation to reschedule any appeal hearing, the president may elect to do so to reasonably accommodate participant's request.

Three (3) members of the Executive Committee constitutes a quorum, and a majority vote of those present shall constitute the decision of the Executive Committee.

Participant may be represented by counsel at the appeal hearing and will be conducted as follows:

First, the president serves as chair unless acceptable objection or served on the Policy Review panel, (in which case the president cannot participate in the appeal hearing and an alternate will be appointed to preside over the appeal hearing) and will read the following statement:

The Policy Review Committee held a meeting on (date) and made the determination and imposed the sanctions described in your information packet. Participant has requested that the Executive Committee review these determinations/sanctions for the reasons set forth in your information packet.

For the purpose of policy review, only the Board of Directors may make or amend policies. The Executive Committee must consistently and fairly apply its interpretation of the rules and regulations as established by the Board of Directors. You may not pick and choose from or alter any rules that you wish to enforce. However, after a finding, the Executive Committee may recommend that the Board of Directors consider amending a rule, policy or any procedure as a result of the review.

Second, the chair will introduce those in attendance and will ask if anyone needs clarification on the matter at hand of a policy review. All questions shall be answered to the satisfaction of the individual seeking clarification.

Third, participant will be provided with an opportunity to address the Executive Committee to explain why they feel there was a 1) misapplication of MLS rule, 2) lack of due process or 3) the sanction issued in the Policy Review Committee's determination. Participant may present additional evidence only in support of such review purpose.

Fourth, upon completion of participant's presentation, the chair will invite the members of the Executive Committee to ask questions of participant. All questions shall be answered to the satisfaction of the individual posing the question.

Fifth, participant and if present, their counsel will be asked to leave the room and the Executive Committee will discuss the review. As part of their discussions, the Executive Committee may only determine whether or not at their discretion there was a 1) misapplication of MLS rule, 2) lack of due process or 3) the sanction issued.

Sixth, upon Executive Committee's determination, participant will be asked to return, and the panel shall deliver its determination in writing. The written determination, along with a copy of the appeals process will be provided to participant prior to adjourning. The Executive Committee may approve, overturn or amend any previous findings and/or sanctions as the Executive Committee deems appropriate.

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## Addendum IV

### Maine Listings Fees and Costs Schedule Participation Fees

SERVICE TYPE		INITIATION FEE	FEE	
			Month	Annual
1)REALTOR® Participant (*Appraiser Policy)	Member of the REALTOR® Association, real estate licensees and licensed or certified appraisers - subject to dues formula and Code of Ethics; access to full listing database (actives, under contracts, sold, etc.)	\$100	\$184	\$2,208
2) Non-Member Participant (*Appraiser Policy)	A real estate licensee, licensed or certified appraiser who would otherwise qualify for REALTOR® membership, but chooses not to belong to the organization; may access the full database.	\$925	\$246	\$2,952
3) REALTOR® Affiliate Appraiser Participant (*Appraiser Policy)	Affiliate member of the REALTOR® Association, a licensed or certified appraiser engaged exclusively in the appraisal profession (i.e., <u>does not maintain dual license</u> for the purposes of ever participating in real estate brokerage activity; may access the full database.)	\$100	\$216	\$2,592
* Appraiser Policy	Appraisers may join as a firm provided they meet the criteria outlined in the Appraiser Policy Statement that can be viewed at <a href="http://www.MaineListings.com">http://www.MaineListings.com</a> .			

## PARTICIPANT MONETARY FINES, FEES AND PENALTIES

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

Item	Cost	Basis
<b>Minor Violation:</b>	\$50 and escalates	Days to Correct First (See Section 7.2)
<b>Minor – Automatic Violation:</b>	\$50 and escalates	Automatic
<b>Medium Violation:</b>	\$250 and escalates	Days to Correct First (See Section 7.2)
<b>Major Violation:</b>	\$250 and escalates	(See Section 7.2)
<b>Severe Violation:</b>	\$250 and escalates	(See Section 7.2)
<b>Appeals Filing Fee:</b>	\$250	Non-Refundable

In addition to the above sanctions, Maine Listings may pursue additional legal and equitable remedies for unauthorized access to and/or use of the MLS, including statutory damages under the U.S. Copyright Act (up to \$150,000 per infringement).

Item	Cost	Basis
<b>Leave of Absence</b>	\$100	See Section 6.4
<b>Reinstatement Fee</b>	\$250	See Section 6.5
<b>Late Payment Fee</b>	\$50	Automatic
<b>Monthly Finance Charges</b>	1.5%	On unpaid balance after 45 days
<b>Collection</b>	35%	Of unpaid balance

## END USER MONETARY FINES, FEES & PENALTIES

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

Item	Cost	Basis
<b>Minor Violation:</b>	\$50 and escalates	See Section 7.2
<b>Minor – Automatic Violation:</b>	\$50 and escalates	Automatic. See Section 7.2
<b>Medium Violation:</b>	\$250 and escalates	See Section 7.2
<b>Major Violation:</b>	\$250 and escalates	See Section 7.2
<b>Severe Violation:</b>	\$250 and escalates	See Section 7.2
<b>Appeals Filing Fee:</b>	\$250	Non-Refundable
<b>Data Misappropriation</b>	Up to \$15,000*	Yes*
<b>Training Reschedule Fee</b>	\$25	Automatic
<b>Subscriber VOW Quarterly Fee</b>	\$200	Per Data feed

\*Judicial Remedies for Data Misappropriation and Copyright Infringement: Statutory damages, from \$750 to \$30,000 up to \$150,000 if willful.

## CONSULTANT - MONETARY FINES, FEES & PENALTIES

Note: Escalation of fines, legal fees and other monetary and non-monetary penalties may apply in addition to the following for continued non-compliance or repeat offenses:

Item	Cost	Basis
<b>IDX Data feed Setup Fee: (includes consultants for mobile IDX)</b>	\$500	Per Data feed
<b>IDX Data feed Quarterly Fee (includes consultants for mobile IDX)</b>	\$100	Per Data feed
<b>VOW Data feed Setup Fee</b>	\$600	Per Data feed
<b>VOW Data feed Quarterly Fee</b>	\$200	Per Data feed
<b>ListHub Channel Setup Fee</b>	\$1750	Per Data feed
<b>ListHub Channel Monthly Fee</b>	\$250	Per Data feed
<b>Third Party / All User Listings Plus Roster Setup Fee</b>	\$1750	Per Data feed
<b>Third Party / All User Listings Plus Roster Quarterly Fee</b>	\$500	Per Data feed
<b>Third Party - Company Only Listings Plus Roster Setup Fee</b>	\$200	Per Data feed

<b>Third Party - Company Only Listings Plus Roster Quarterly Fee</b>	\$50	Per Data feed
<b>Third Party - More Than One Firm Plus Roster Setup Fee</b>	\$500	Per Data feed
<b>Third Party - More Than One Firm Plus Roster Quarterly Fee</b>	\$200	Per Data feed
<b>Data Misappropriation</b>	Up to \$15,000*	Yes*

\*Judicial Remedies for Data Misappropriation and Copyright Infringement: Statutory damages, from \$750 to \$30,000 up to \$150,000 if willful.

**Addition to Addendum IV – Revised December 8, 2021**

**Consultant Violations – Fines and Sanction List**

[Note: Other Sanctions are detailed in PDAA]

- 1. Revising a reviewed IDX site which creates an IDX violation after compliance review:** Minimum automatic fine of \$1,000 per day per site. Revisions that violate IDX policy include but are not limited to removing or changing the display of Maine Listings IDX listing information, etc. [Note: All consultants receive notice of changes to IDX Rules when they happen and are expected to comply in timeline provided with the change notice. Maine Listings will review any proposed site revisions of a previously authorized site so cannot excuse changes to sites that are never reported for review.]
- 2. Failure to correct a reported IDX violation:** By 5 PM EST on the third (3) business day following notification of the violation, if not corrected the fine is \$1,000 per day per site.
- 3. Failure to take down an unauthorized site by 5 PM EST on the first Business Day, if required by Maine Listings or requested by Participant:** Automatic fine of \$1,000 per day per site. In addition, may result in suspension or permanent termination.
- 4. Repeat violations:** Consultants who have repeated violations after a first sanction of any type are subject to an additional automatic fine of \$5,000 and suspension as a consultant. All sanctions must have been satisfied prior to continuation or reinstatement as a consultant.

**Appendix A – Citable Violations and Associated Penalties  
With Reference to Applicable Rules**

	<b>Violation</b>	<b>Penalty</b>
<b>1 <u>Listing Procedures</u></b>		
1 Listing not entered within five (5) business days.	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
1 Failure to note exempted prospective buyers.	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>1.01 Clear Cooperation</b> – publicly marketed listing not entered within one (1) business day.	<b>Severe</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation Mandatory Policy Review Committee hearing with maximum monetary penalty of up to \$15,000 (NAR limit) and further possible sanctions including suspension and/or expulsion – 4 <sup>th</sup> violation
<b>1.1 General Listing Procedures: Acceptable Listings</b>		
1.1(a) Unauthorized submittal	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>1.2 Exempt and Prohibited Listings</b>		
1.2(a) Exempt Listings - Failure to submit Waiver of MLS Benefits Form	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
1.2(a) Exempt Listings – Failure to submit a listing on or before the date specified on the Waiver of MLS Benefits Form.	<b>Automatic Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Automatic \$50 – 2 <sup>nd</sup> violation Automatic \$100 – 3 <sup>rd</sup> violation
1.2(d) Failure to verify compliance	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>1.3 Required Listing Information</b>		
1.3(a) Accurate and complete and/or missing photos	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
1.3(a) Intentional submission of inaccurate information and/or unauthorized use of copyrighted photos	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
1.3(b) Agent/agency/third party promotion	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
1.3(b) Branded Attachments (Commercial or CIE)	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
1.3(c) Missing Disclosures	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation

<b>1.4 Duplicate or Triplicate Entry Listings</b>		
1.4 Failure to cross reference multiple listed properties or list properly.	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>1.5 Change of Status of Listing</b>		
1.5(a) Late status change	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
1.5(a) False status change	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
1.5(b) Resubmitting with new MLS Number	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>1.8 Withdrawal of Listing Prior to Expiration</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>1.9 Terminated Listings</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>2 Selling Procedures</b>		
<b>2.6 Reporting Sales Activity to the MLS</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>2.6 Late reporting of a sold listing</b>	<b>Automatic Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Automatic \$50 – 2 <sup>nd</sup> violation Automatic \$100 – 3 <sup>rd</sup> violation
<b>2.8 Duplicate Sold Listings Not Permitted</b>	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
<b>2.9 Submittal of Comparable Sales</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>2.10 Failure to Report Resolution of Contingencies</b>	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
<b>2.11 Advertising of Listing(s) without Listing Participant's Consent</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>2.12 Failure to Report Cancellation of a Pending Sale</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>4 Prohibitions</b>		
<b>4.1 Information for Participants Only</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>4.2 For Sale Signs</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation

<b>4.3 Sold Signs – requires participation in the transaction</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>4.4 Solicitation of Listings</b>	<b>Referral</b>	Ethics Violation – refer to MAR (or Local Board)
<b>5 Division of Commissions</b>		
<b>5.1 Cooperative Compensation Specified on Each Listing</b>		
5.1(a) Failure to Pay Specified Commission Amount	<b>Referral</b>	Arbitration – refer to MAR
5.1(b) Compensation Offered is a Percentage of the Gross Selling Price (not Net) or Flat Dollar Amount	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
5.1(d) New Construction Net Offerings (Upgrades Not Yet Installed)	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>5.2 Failure to Disclose Participant as Principal</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>5.3 Failure to Disclose Participant as Purchaser</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>10 Confidentiality of MLS Information</b>		
<b>10.1 Confidentiality – Unauthorized Access to Confidential Information</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>11 Ownership of MLS Compilation and Copyright</b>		
<b>11.2 Copyright – Unauthorized Copying, Distribution, Modification and or Use of MLS Compilation</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>11.3 Unauthorized Access to Comparable and Statistical Information</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>12 Permitted Use and Unauthorized Use of the MLS</b>		
<b>12.1 License Grant and Permitted Uses</b>		
12.1(b) Unauthorized Display of Off-market Listings to Consumers	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
12.1(c) Unauthorized Download or Transmission of Data (Export)	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
12.1(e) Reproduction Prohibition	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
12(g) Supporting Estimate of Value Prohibition	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation

<b>12.2 Unauthorized Use</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>12.3 Responsibility for Authorized User Compliance</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>13 Use of Aggregate MLS Information</b>	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>18 Internet Data Exchange (IDX)</b>		
<b>18. IDX Defined – Apparent and Actual Control</b>	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>18.2 Participation</b>		
18.2.1 Participant's failure to notify MLS of intent to display IDX data (license agreement required).	<b>Major</b>	\$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
18.2.2 Unauthorized Use of IDX Data	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
18.2.3 Display of Unauthorized Data on IDX Website	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
18.2.5 Failure to Refresh IDX Data	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
18.2.6 Unauthorized Distribution of IDX Data	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
18.2.7 Failure to Identify Listing Broker	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
18.2.8 Unauthorized Display of Comments or AVM	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
18.2.9 False Data	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
18.2.11 Modification or Manipulation of IDX Data	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation

18.2.12 Failure to Display Listing Broker in a Prominent Location	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>18.3.1 Active and Sold Searching on IDX Website</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>18.3.1.1 Display of Listing Agreement Type</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>18.3.5 Unauthorized Access to an IDX Data Feed by an Agent</b>	<b>Minor</b>	Letter of Warning – 1 <sup>st</sup> violation Letter of Warning – 2 <sup>nd</sup> violation \$50 – 3 <sup>rd</sup> violation
<b>18.3.7 Failure to Disclose Source of IDX Data</b>	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
<b>18.3.8 Failure to Display IDX Disclaimer and Logo</b>	<b>Medium</b>	Letter of Warning – 1 <sup>st</sup> violation \$250 – 2 <sup>nd</sup> violation \$500 – 3 <sup>rd</sup> violation
<b>18.3.11 Unauthorized Co-mingling of IDX Data</b>	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>18.3.16 Deceptive Advertising on IDX Display</b>	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>18.5 Missing Required Privacy Policy</b>	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the IDX Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation
<b>19 Violation of Virtual Office Websites (VOWs) Rules</b>	<b>Data Feed Suspension and Major</b>	Subject to Suspension of the VOW Data Feed and \$250 – 1 <sup>st</sup> violation \$500 – 2 <sup>nd</sup> violation \$1,000 – 3 <sup>rd</sup> violation

#### **Minor Violations:**

1<sup>st</sup> offense: Contact Authorized Representative (AR), (copy Agent, if applicable), issue first warning as part of training/educational opportunity.

2<sup>nd</sup> offense: Contact Authorized Representative (AR), (copy Agent, if applicable), issue final warning as part of training/educational opportunity.

3<sup>rd</sup> offense: Fine participant (office) \$50

4<sup>th</sup> offense: Fine participant (office) \$100

**Note:** For each fourth (4<sup>th</sup>) violation a \$100 administrative fee will be charged. Uncured violations will result in an escalating fine, doubling until the NAR limit is reached (not greater than fifteen thousand (\$15,000) dollars) and referral to the Board of Directors for further possible sanctions including possible suspension and/or expulsion. Such amounts are cumulative, with each escalation adding to the total amount due.

### **Automatic Minor Violations:**

1<sup>st</sup> offense: Contact Authorized Representative (AR), (copy Agent, if applicable), issue first and final warning as part of training/educational opportunity.

2<sup>nd</sup> offense: Fine participant (office) \$50

3<sup>rd</sup> offense: Fine participant (office) 100

4<sup>th</sup> offense: Fine participant (office) \$200

**Note:** For each fourth (4<sup>th</sup>) violation a \$100 administrative fee will be charged. Uncured violations will result in an escalating fine, doubling until the NAR limit is reached (not greater than fifteen thousand (\$15,000) dollars and referral to the Board of Directors for further possible sanctions including possible suspension and/or expulsion. Such amounts are cumulative, with each escalation adding to the total amount due.

### **Medium Violations:**

1<sup>st</sup> offense: Contact Authorized Representative (AR), (copy Agent, if applicable), issue first and final warning as part of training/educational opportunity.

2<sup>nd</sup> offense: Fine participant (office) \$250

3<sup>rd</sup> offense: Fine participant (office) \$500

4<sup>th</sup> offense: Fine participant (office) \$1,000

**Note:** For each fourth (4<sup>th</sup>) violation a \$100 administrative fee will be charged. Uncured violations will result in an escalating fine, doubling until the NAR limit is reached (not greater than fifteen thousand (\$15,000) dollars and referral to the Board of Directors for further possible sanctions including possible suspension and/or expulsion. Such amounts are cumulative, with each escalation adding to the total amount due.

### **Major Violations/Automatic Major Violations:**

1<sup>st</sup> offense: Fine participant (office) \$250

2<sup>nd</sup> offense: Fine participant (office) \$500

3<sup>rd</sup> offense: Fine participant (office) \$1,000

4<sup>th</sup> offense: Fine participant (office) \$2,000

**Note:** For each fourth (4<sup>th</sup>) violation a \$100 administrative fee will be charged. Uncured violations will result in an escalating fine, doubling until the NAR limit is reached (not greater than fifteen thousand (\$15,000) dollars and referral to the Board of Directors for further possible sanctions including possible suspension and/or expulsion. Such amounts are cumulative, with each escalation adding to the total amount due.

### **Severe Violations:**

1<sup>st</sup> offense: Fine participant (office) \$250

2<sup>nd</sup> offense: Fine participant (office) 500

3<sup>rd</sup> offense: Fine participant (office) \$1,000

4<sup>th</sup> offense: Further offenses for the same violation will result in a mandatory hearing before the Policy Review Committee with allowable maximum monetary penalty of up to \$15,000 (NAR maximum limit), and further possible sanctions including suspension and/or expulsion in accordance with Maine Listings Rules and Regulations Section 7.2.