



Hive MLS Rules and Regulations

Hive MLS
Sept 11, 2025

Aligned with the 2025 NAR MLS Handbook
Including Hive MLS-Specific Annotations (**)

Published by Hive MLS

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Listing Procedures

Section 1 Listing Procedures:

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 Service Area (see Section 1.12) of the multiple listing service, and are taken by Participants on Exclusive Right to Sell or Exclusive Agency shall be delivered to the multiple listing service within 3 calendar days¹² after all necessary signatures of seller(s) have been obtained. ^M

Listings of property located outside the service area may be submitted voluntarily by a participant but are not required by the service.

1. Single family homes for sale or exchange.^M
2. Vacant lots and acreage for sale or exchange.^M
3. Multi-family, structure with 2 to 4 units that are individual dwellings, for sale or exchange^M
4. Boat slips
5. Timeshares
6. Fractional Ownership
7. Commercial Sales/Lease*

*Commercial listings entered into RCASENC Commercial database are exempt from entry in Hive MLS

The Service shall not require a participant to submit listings on a form other than the form the participant individually chooses to utilize provided the listing is of a type accepted by the service, although a property data form may be required as approved by the Service. However, the Service, through its legal counsel:

- may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the participants.
- assure that no listing form entered into the Service establishes, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller)

The Service shall accept Exclusive Right-to-Sell Listing Contracts and Exclusive Agency Listing Contracts and may accept other forms of agreement that authorize the Listing Firm on an exclusive basis to offer cooperation through MLS to other participants of the Service acting as subagents, buyer agents, or both. The listing agreement must include the seller's written authorization to submit the agreement to the Service. The different types of listing agreements include,

- **Exclusive Right-to-Sell**

The Exclusive Right-to-Sell listing means a contractual agreement between the seller(s) and listing Participant that grants the Participant exclusive authorization to market the property to the public as the seller's agent.

- **Exclusive Agency**

The Exclusive Agency listing means a contractual agreement between the seller(s) and the listing Participant that grants the Participant exclusive authorization to market the property to the public as the seller's agent, but also reserves to the seller(s) the general right to sell the property on an unlimited or restrictive basis.

- **"Market to the public"** has the meaning set out in Section 1.01.

- **Prospect exemptions**

Exclusive agency listings and exclusive right-to-sell listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right-to-sell listings with no named prospects exempted, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right-to-sell listings with no named prospects exempted. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right-to-sell listings with prospect reservations.

- **Net and open listings**

The Service does not accept net listings or open listings.

- **No MLS regulations of members' listing types**

The Service does not regulate the type of listings its members may take. This does not mean that the Service must accept every type of listing. But, if it chooses to limit the kind of listings it will accept, it shall leave its members free to accept such listings to be handled outside the multiple listing service.

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, applications available to the general public^M, cooperating with other brokerages, or any substantively similar activity.

The submission rule in this section does not include New Construction Listings under a Blanket Listing Agreement, Commercial or Rental Property Types.¹

Section 1.1 Types of Properties: ^o

Following are some of the types of properties that may be published through the Service, including types described in Section 1 that are required to be entered into the Service and other types that may be entered into the Service at the Participant's option provided, however, that any listing submitted is entered within the scope of the Participant's licensure as a real estate broker or auctioneer:

1. Residential
2. Land/Acreage Site
3. Rental
4. Multi-family 2 to 4 dwelling units
5. Boat Slips
6. Timeshare/Fractionals
7. Commercial
8. Auction

Note:

Residential properties are restricted to listings that convey real property.

Section 1.1.1 Listings Subject to Rules and Regulations of the Service

Any listing on a contract to be filed with the multiple listing service is subject to the Rules and Regulations of the Service upon the signature of the seller(s).^(R)

While the Service does not require a copy of the contract upon entry into the Service, when the Service requests a copy of the contract, a copy must be provided within one (1) business day.

Section 1.1.2 Coming Soon - No Showings:

A listing where a delayed Showings date is utilized or where the seller has not authorized display until a later date, must nevertheless be entered within 3 calendar days³ from receipt of seller's written authorization using the status "Coming Soon - No Showings". Enter the Start Showings Date from the listing agreement into the Service's "Showing Start Date" field.

Status Coming Soon - No Showings

The Coming Soon - No Showings status is a temporary, off-market status. A listing can only be in the Coming Soon-No Showing status for a maximum of 30 calendar days.

Nightly Processing

Each evening, the System will review all Coming Soon - No Showings listings and automatically convert them to Active status if the Start Showing Date has been reached or if the listing has been in the status for 30 days.

Only New Listings, No Status Changes

Only new listings can use the Coming Soon - No Showings status; listings in any other status may not be changed to Coming Soon - No Showings.

Signage

Hive MLS does not require a coming soon sign rider but posting a "for sale" sign without a "coming soon" sign rider could be construed as misrepresenting the availability of access to show or inspect a listed property. Listing subscribers should consider using a "coming soon" sign rider on a sign, or no sign at all.

Photos

Hive MLS requires an image or photo of any listing in Coming Soon - No Showings status as described below in Photos. Photos are Mandatory for Every Property Type.

Offers Can Be Accepted

A seller can accept an offer from a prospective buyer even if the property is not available for showing. In the event an offer is accepted on a listing in the Coming Soon - No Showings status, the listing firm MUST change the listing to a Pending status within 3 calendar days⁴.

Advertising

Listings with a Coming Soon - No Showings status may only be promoted or advertised as a "coming soon" property. Advertising a listing as a for-sale property will immediately disqualify the listing from the Coming Soon - No Showings status*. If advertised as anything other than "coming soon": Listings with a Coming Soon - No Showings status may only be promoted or advertised as a "coming soon" property. Advertising of a listing as a for-sale property will immediately disqualify the listing from the Coming Soon - No Showings status*.

Advertising Penalties

If advertised as anything other than “Coming Soon”:

1. The status must immediately be changed to “active”
2. The subscriber is cited for a violation of the Hive MLS Rules and Regulations
3. First Violation - \$1,000 fine
4. Second Violation - \$2,000 fine
5. Third and subsequent violations within a 12-month period - \$5,000 plus a 30-day suspension of the Subscriber’s Hive MLS account.

Activate before Original Start Showing Date

The Listing Firm may change the listing’s status to Active at any time; however, once the Coming Soon - No Showings status is changed to Active the listing cannot go back to the Coming Soon - No Showings status. . The Listing Firm must change the status of a Coming Soon - No Showings listing to Active, if any showings will occur before the Start Showing Date.

No Showings

Listings in the Coming Soon - No Showings status are not eligible for showings, Open Houses, or Broker Caravans. Any showing of a listing in the Coming Soon-No Showing status, whether that showing is made to the general public or other participants and subscribers, will immediately disqualify the property from the Coming Soon - No Showings status, and the listing subscriber will be cited for a violation of these Rules.

Showing Penalties

1. The subscriber is cited for a violation of the Hive MLS Rules and Regulations
2. First Violation: \$1,000 fine
3. Second Violation: \$2,000 fine
4. Third and subsequent violations within a 12-month period: \$5,000 plus a 30-day suspension of the Subscriber’s MLS account.

Section 1.1.3 Duplicate Listings

Duplicate listings shall be defined as multiple listings that contain the same property address OR Tax Identifier number and are entered into the service as a Parent/Child Listing. Pre-Sales, Commercial, Rental and Fractional/Timeshare are exceptions to the Parent/Child requirement. All Duplicate or Parent/Child Listings shall be entered under the following guidelines⁵:

1. Each listing record is complete and accurate in itself.
2. Each listing record is recommended to be cross-referenced in agent only remarks by listing number with any other listing of the same property.
3. All disclaimers necessary to adequately describe a true picture of the listing’s circumstances appear in the Marketing/Public Remarks
4. There is specific authorization from the seller that could be verified if requested
5. If the property is sold, the listing broker must submit the sale against **ONE (1)** listing record only. Other overlapping/duplicate records will be Cancelled by the System.

Section 1.1.4 Listing Entered For Sale Only

The sale of real property not listed in the Hive MLS with buyer representation may be entered as a SALE ONLY. The Stipulation of Sale **MUST** be “Sale Only”. Sale Only listings are subject to all data compliance rules and subject to

finances as specified in Exhibit 2 attached to these Rules. Where an agent is unable to complete any data field (such as a pending or sold date) **IMMEDIATELY** contact your MLS staff to correct the data.⁶

The listing Agent **MUST** be “A Non Member” only if there is **NO Listing Agreement** or the Listing Agent is **NOT** an Hive MLS member.

How to enter the Listing

How to enter the Listing in the system. It will require you to use yourself as the listing agent, to enter the listing and all the fields in the MLS. After the Listing is saved, you must change the listing agent to “**A Non Member**” and save the listing.

If there is a listing agreement and the listing agent **IS** a member of the Hive MLS, mark the Listing Member field accordingly.

Section 1.1.5 Square Footage

The reported square footage for all properties shall be measured in accordance with the state’s Real Estate Commission’s guidelines. Where square footage in the property meets all the living area criteria except “directly accessible from other living area”, such square footage shall be entered HSF Range Sep Living Space section. All other data fields related to such section must be completed (bedrooms, baths, etc.).⁷

Section 1.1.6 Seller not Owner

When the seller of a property does not hold title, but has a contract to receive title on the property: The **Stipulation of Sale** must be set to “Seller not Owner”; and, where the contract allows assignment, the words “SUBJECT TO ASSIGNMENT” shall appear in the **Marketing Remarks**.⁸

Section 1.1.7 Community Names

All community names shall be entered into the MLS as follows: Enter the Planned Urban Development (PUD) name or where there is no PUD, the Subdivision name in the Subdivision field. (Example: PUD is Carriage Hills (goes in Subdivision), and the Subdivision is Cabriolet (goes in the Secondary Subdivision))

All requests to add a Subdivision must be submitted using the Hive MLS additions request form. Additionally, a Plat Map image or other supporting documentation which may be obtained from the register of deeds office must be attached.

Section 1.1.8 Levels

The following definitions are for the levels in real property:

1. Basement
2. Main level, Upper floor, and Ground Floor (Split level homes only).
3. Ground floor - Enclosed Area under Raised Homes (on pilings), or elevator.
4. First floor
5. Second floor
6. Third floor
7. Fourth floor
8. Fifth floor

Section 1.1.9 Manufactured Homes

The existence of a manufactured home is a material fact. All manufactured homes without regard to whether they have stick-built components attached shall have Manufactured Home in the Sub-Type field.

Section 1.1.10 Waterfront

Improved or unimproved land abutting (touching at one end or side) any body of water. Townhomes or condominiums can ONLY be called waterfront if the association owns the land abutting the water and the unit itself directly fronts the body of water with no other structures between the unit and the water.

With the exception where the municipality or state-owned properties that directly abuts the lands between the property and the waterfront, or a Condominium where the land in between the building and the water is held in common.

Section 1.1.11 Water Access

Improved or unimproved land that itself is not waterfront but has access to a body of water by deeded rights via a separate parcel of land, boat slip, private boat ramp or through common space/areas of a Homeowner association.

Section 1.1.12 Island or Mainland

Only listed property physically located on a body of land surrounded by water may be marked as “Island”. All other listed property must be marked as “Mainland”. It is a violation of these rules to mark a listed property as both “Island” and “Mainland”.

Section 1.1.13 Remarks

Because Marketing Remarks, Directions to Property and Public Remarks display on IDX and VOW websites, the following rules apply:

Permitted:

1. A Builder’s name may appear in Public Remarks when the Builder is not the listing firm, and the word “builder” is used in conjunction with the use of the name.

Prohibited:

1. Agent or company information such as phone numbers, hyperlinks to websites (hyperlink exceptions: The HOA, HomeSteps.com, HomePath.com, HUDHomestore.com, homesearch.com, or Auction.com)
2. Talking Ads, email addresses, open house information, etc.,
3. Any offers of compensation of any type, including from seller or listing broker to cooperating brokers. This is prohibited in all remarks (e.g., marketing, agent, and advertising) and in all fields, photos, and listing attachments.

Agent Remarks: Are used to inform the cooperating broker of confidential information such as “multiple offers”, “attorney assisted short sale”, etc.

Advertising Remarks: These are displayed on third-party websites to the public.

Section 1.1.14 Public Documents

All documents uploaded to the Service are automatically uploaded as private.⁹

Section 1.1.15 All Listing and Co-Listing Brokers must be Participants or Subscribers to the Hive MLS:

The only active listings allowed into the Service require all listing and co-listing parties to be Participants or Subscribers to the Service.

Section 1.1.16 Listings of Properties Previously Listed by Other Participants:

In the event a Participant takes a listing on a property previously listed by another Participant in the Service, the new listing Participant may not copy or otherwise duplicate the photograph(s) or descriptive text fields from the previous listing record in the Service's system without the previous listing Participant's written permission. "Descriptive text fields" include all remarks, directions, and other "free form" fields where the Participant has discretion regarding the contents of the field. This restriction does not apply to purely factual fields (number of bedrooms, address, etc.).

Section 1.1.17 Photos are Mandatory for Every Property Type:

Photos are mandatory for every property type and must be entered during the same time frames described in Section 1 "Listing Procedures".

The primary photo must be an exterior elevation view of the property and flagged as the primary photo within the Hive MLS. One of the first ten (10) photos shall be the best possible front elevation of the property as seen from the road.²

1. For Multifamily properties, the primary photo should show a photo of the exterior of the actual unit for sale.
2. For a Land listing the primary photo may be an Aerial View or a Plat Map³.
3. For Multiple Unit Properties (see Section 1.8 Listing), the first photo must be of one of the actual properties being listed.
4. The requirements of this paragraph shall not apply where a seller expressly directs that photographs of their property not appear in MLS compilations, provided the MLS Participant shall furnish a copy of the seller's request to the Service.
5. The Service incorporates **Exhibit 3** "A Guideline for MLS Photos" attached to these Rules and Regulations.

No photo or virtual tour entered or linked to or from the service shall display:

1. any for sale or for lease sign.
2. no text except the specific allowances noted below.
3. any information that identifies the subscriber or the company.
4. any business card images or the like.

The photo may only display the physical characteristics of the subject property and its immediate vicinity; it may not include any link to any location on the web. Specific markings on photos submitted may include text and symbols for clarification. Photos using picture in a picture are allowed.¹⁰ The MLS Staff is authorized to remove any photo or virtual tour from the MLS that is not in compliance with these rules.

Section 1.1.18 Reporting Canceled Listings to the Service:

If the Seller and Listing Company agree to Cancel a listing and there is a fully executed Termination of Agency Agreement and Release, the Listing Office will immediately change the Listing status to Cancelled.

Section 1.1.19 Definitions of Statutes and Conditions:

Active:

A listing contract is in force between the listing broker and seller.

- **Active**-Delayed Marketing Condition – Not visible to MLS Participants or syndicated (published) until the Marketing Date
- **Active**-Office Exclusive Condition - - **Not visible** to MLS participants or Syndicated “published.”

Coming Soon - No Showings:

See Section 1.1.20 Syndicated (published) and are in a “No show status” - the property may not be shown until the Showing Start Date. A Showings Start Date must be entered that is not more than thirty (30) calendar days from the Effective Date of the Listing Agreement.

Closed:

The Date the Sale has been Recorded at the Register of Deeds. Or the Date a Lease or Lease w/ Purchase Option agreement has been executed.¹¹

Expired:

The term of the listing contract has ended.

Hold:

The listing contract remains in force between the listing broker and the seller but is off market temporarily. NOTE: The status of a Hold listing changes to Expired on the Expiration Date.¹²

Withdrawn:

The listing contract remains in force between the listing broker and the seller but is not expected to return to the market. NOTE: The status of a Withdrawn listing changes to Expired on the Expiration Date.¹³

Cancelled:

The listing contract has been terminated (is no longer in force) before expiration of the term of the contract.

Pending:

The listing is under contract; showings are no longer being sought, and backup offers are not being solicited.¹⁴

Pending with Showings:

The listing is under contract and is still available for showings, and backup offers are still being solicited.¹⁵

Section 1.1.20 Showings & Marketing

If you are not marketing the property starting on the Effective date of the Exclusive Right to Sell Listing Agreement (section 10), use the Active status, with Delayed Marketing option or the Coming Soon - No Showings Status, or both, e.g., Active-> Delayed Marketing-> Coming Soon.

Delayed Marketing:

These listings ***will not be visible*** on the MLS or Syndicated “published” until the Marketing Date entered. These listings can only be seen by the Listing Agent or Office Admin. Note that the Marketing Date field cannot be changed except by the Hive MLS or Your Association Staff with supporting documentation.

Coming Soon - No Showings:

These listings are syndicated (published) and are in a “No show status” - the property may not be shown until the Showing Start Date. A Showings Start Date must be entered that is not more than thirty (30) calendar days from the Effective Date of the Listing Agreement.

Delayed Marketing and Coming Soon – No Showings on same listing

A Showings Start Date must be entered that is not more than thirty (30) calendar days from the Marketing Date of the Listing Agreement.

Section 1.2 Detail on Listings Entered into The Service

A listing agreement or property data form, when filed with the multiple listing service by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form ^R; provided, however, that ***no*** field, photo, attachment, or supplement file on a listing in the Service may include an offer of compensation from seller or listing broker to cooperating brokers or an offer of a seller concession that is limited to or conditioned on the retention of or payment to any other brokerage.

*Ascertainable is defined as a fact you can find out with certainty.¹⁶

Section 1.2.0 Accuracy of Listing Data ^M

Participants and subscribers are required to submit accurate listing data and required to correct any known errors.

Section 1.2.1 Limited Service Listings ^M

Listing agreements under which the listing broker will not provide one, or more, of the following services:

- Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- Advise the seller(s) as to the merits of offers to purchase;
- Assist the seller(s) in developing, communicating, or presenting counteroffers;
- Participate on the seller(s) behalf in negotiations leading to the sale of the listed property

Listings will be identified by choosing Limited Service as the listing type when entering the Listing so potential cooperating brokers will be aware of the extent of the services the Listing Broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to Listing Brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.2 MLS Entry-only Listings

Listing agreements under which the listing broker will not provide any of the following services:

- Arrange appointments for cooperating brokers to show listed property to potential purchasers but instead give cooperating brokers authority to make such appointments directly with the seller(s).

- Accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s).
- Advise the seller(s) as to the merits of offers to purchase.
- Assist the seller(s) in developing, communicating, or presenting counteroffers, or
- Participate on the seller(s) behalf in negotiations leading to the sale of the listed property MLS Entry-only

Listings will be identified by choosing “Entry Only” in the Agreement Service Type when entering the listing so potential cooperating brokers will be aware of the extent of the services the Listing Broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.2.3 Blanket Listing Agreements

A Blanket Listing Agreement is defined as an agreement between the developer/builder and a firm/broker to sell multiple properties within a PUD or subdivision. Within 3 calendar days¹⁷ of the effective date, the **REDACTED** (removing any compensation details) blanket listing agreement must be submitted to the service via email at docs@HiveMLS.com.¹⁸

When a property is ready to market:

1. Enter it into the MLS
2. Use the entry date in the Effective Date field

Section 1.3 Exempt Listings ^M

If the seller refuses to permit a listing of an otherwise-eligible type to 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.

NOTE:

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

Section 1.4 Change of Status of Listing ^R

Any change in the listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Service computer within one (1) business day after the authorized change is received by the listing broker.

Section 1.5 Withdrawal of Listing Prior to Expiration: ^M

Listings of property may be withdrawn from the multiple listing service by the listing broker before the expiration date of the listing agreement, provided notice is filed with the service, including a copy of the agreement between the seller and the listing broker which authorizes the withdrawal.

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

Section 1.5.1 Withdrawal/Cancellation By MLS Staff

Staff is authorized to change the listing status to Cancelled when written communication is received clearly demonstrating that the firm is no longer the seller's agent. Staff is to provide the listing firm with the seller's communication and the following notice:

The MLS has changed the listing status to Cancelled for listing #_____ due to receipt from the seller that your firm is no longer their agent. MLS legal counsel has stated that under the law of agency, an agent who continues to hold him/herself out as the principal's agent following his or her discharge can be liable for damages that the principal may incur as a result of the agent's conduct. You are strongly advised to discuss this matter with your own legal counsel.

In the event the seller and listing firm agree to cancel a listing and there is a fully executed Termination of Agency Agreement and Release or a substantially similar form, the firm will immediately change the listing status to Cancelled.

Section 1.6 Contingencies Applicable to Listings: ^R

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Section 1.7 Listing Price Specified: ^M

The full gross listing price stated in the listing contract will be included in the information published in the Service compilation of current listings unless the property is subject to auction.

Section 1.8 Listing Multiple Unit Properties:

All properties which are to be sold, or which may be sold separately, must be indicated individually in the listing and on the Property Data Form except when the property is in a subdivision owned by a single entity.

- The following rule applies when there are twenty-five (25) or more properties.
 - The Service Participant may group improved or unimproved properties on one Property Data Form indicating multiple properties are available in the "Marketing/Public Remarks" section.
 - When part of a listed property has been sold, proper notification must be given to the Service.
 - Example #1: A new subdivision has 31 lots or condos or single family homes. 5 are priced at \$199,500; 12 are priced at \$222,500; 14 are priced at \$225,000.
 - You may choose to have only three Listing in the Service with the number of properties available showing in the "Marketing/Public Remarks".
 - Example #2: A new subdivision has 31 lots with a variety of prices, the lowest price being \$19,500 and the highest being \$25,000.
 - You may place the lowest lot on one Property Data Form and the highest on another Property Data Form.
 - In the "Marketing/Public Remarks Section" of each you must specify that there are lots available within the price range of \$19,500 to \$25,000.
- CAVEAT: You must submit a lot as "Under Contract" and you must modify the active Service Property Data Form (for example: instead of 15 lots there are now 14 available) each time a lot is placed "Under Contract". Failure to do both would be a violation of the Rules.

Properties may also be grouped by a Parent-Child relationship.

- EXAMPLE: The Property has a house on one of the two lots contained in the deed. The Seller will sell them together or separately.

- The house would be added under the Residential section, the additional lot under Land.
- The Marketing/Public Remarks would specify the other MLS number of the Parent or Child listing indicating the pricing if sold together or separately.

Section 1.9 No MLS Control of Commission Rates or Fees Charged by Participants ^M

The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for Services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain any division of commissions or fees or offers of compensation between cooperating Participants or between Participants and nonparticipants, or from sellers to Participants or nonParticipants.^(M)

Section 1.10 Expiration of Listings ^M

Listings filed with the Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement, unless prior to that date the MLS receives notice that the listing has been extended or renewed.

If notice of renewal or extension is received after the listing has been removed from the compilation of current listings, the extension or renewal will be published in the same manner as a new listing. Extensions and renewals of listings must be signed by the seller(s) and filed with the service.

Section 1.11 Termination Date of Listings ^M

Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller.

Section 1.12 Service Area

Only listings of the designated types of property located within the Service Area of the MLS are required to be submitted to the Service. Listings of property located outside the MLS's service area will be accepted if submitted voluntarily by a Participant but cannot be required by the Service. ^M

The following counties constitute the MLS' Service Area:

Anson, Beaufort, Bertie, Brunswick (NC), Brunswick (VA), Bladen, Camden, Carteret, Chatham, Chowan, Columbus, Craven, Currituck, Duplin, Edgecombe, Gates, Greene, Greenville (VA), Halifax, Hertford, Horry (SC), Hyde, Johnston, Jones, Lenoir, Martin, Mecklenburg (VA), Moore, Nash, New Hanover, Northampton, Onslow, Orange, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Sampson, Scotland, Southampton (VA), Tyrell, Vance, Warren, Washington, Wayne, Wilson and the City of Emporia, VA²⁰

Section 1.13 Listings of Suspended Participants ^M

When a Participant of the Service is suspended from the Service for failing to abide by a membership duty (i.e., MLS bylaws, MLS Rules and Regulations or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the MLS by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, expired and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the suspension became effective. If a Participant has been suspended from the or MLS for failure to pay appropriate dues, fees, or charges, MLS is not obligated to provide MLS Services, including continued inclusion of the suspended Participant's listings in the Service compilation of current listing information. Prior to any removal of a suspended Participant's listings from the MLS, the suspended Participant should be advised in writing of the intended removal so that the suspended Participant may advise his/her clients.

Section 1.14 Listings of Expelled Participants ^M

When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., MLS bylaws, MLS Rules and Regulations, or other membership obligation except failure to pay appropriate dues, fees or charges), all listings currently filed with the MLS by the expelled Participant shall, at the Participant's option, be retained in the Service until sold, withdrawn, or expired, and shall not be renewed or extended by the MLS beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the MLS for failure to pay appropriate dues, fees, or charges, MLS is not obligated to provide MLS Services, including continued inclusion of the expelled Participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Service, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his/her clients.^(M)

Section 1.15 Listings of Resigned Participants ^M

When a Participant resigns from the MLS, the MLS is not obligated to provide services including continued inclusion of the resigned Participant's listings in the MLS compilation of current listing information. Prior to any removal of a resigned Participant's listings from the MLS, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients. ^(M)

Section 1.16 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.²¹

Selling Procedures

Section 2 Showings and Negotiations ^M

Appointments for showings and negotiations with the seller for the purchase of listed property filed with the multiple listing service shall be conducted through the listing broker, except under the following circumstances:

- The listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or
- After reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by the cooperating brokers.

When the listing/leasing broker or auctioneer places a value of "Show Anytime" in the "Showing Instructions" field, Subscribers may show the property without an appointment but must notify the Participant on the same business day after the showing. ²²

Section 2.0.1 Bulk Sales²³

Bulk Sales are a single buyer purchase of multiple real estate parcels at the same time, as if they were one unit.

Entering Bulk Sales:

1. Take the Tax Value (TV) of one parcel.
2. Divide by the Total Tax Value (TTV) of all parcels combined.
3. Multiply this ratio against the Total Sales Price (TSP) of all parcels combined.

$TV/TTV \times TSP = \text{Individual Sales Price}$ (see example below).

Three Main Street Properties sold for 125,000 Total Sales Price (TSP) under one offer.				
How do we calculate SP of each individual listing?				
Properties	Tax Value (TV)	TV/Total TV	Total SP * TV/TTV	
123 Main Street	\$ 25,000.00	0.333333333	\$ 41,666.67	
125 Main Street	\$ 15,000.00	0.2	\$ 25,000.00	
127 Main Street	\$ 35,000.00	0.466666667	\$ 58,333.33	
TTV \$ 75,000.00			\$125,000.00	TSP

Listing Agent will include in Agent Remarks:

1. "BULK SALE"
2. # of units and
3. listing #'s of each unit

Listing Agent will include in Closing Remarks: **BULK SALE – see agent remarks**

Section 2.0.2 Seller Agent Name ²⁴

The Selling Agent name of an Offer to Purchase will be used as the Selling Agent name for the listing in the MLS.

Section 2.0.3 Disclosures to Prospective Buyers²⁵

Participants must disclose to prospective buyers with whom they work in conspicuous language that broker commissions are not set by law and are fully negotiable (i) in the Participant's agreement with the buyer, or (ii) in pre-closing documents, if any, unless (i) or (ii) are a government-specified form. With government-specified forms, Participants must include a separate written disclosure statement with conspicuous language expressly stating that broker commissions are not set by law and are fully negotiable.

Section 2.1 Presentation of Offers ^M

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

Section 2.2 Submission of Written Offers ^M

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

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

Section 2.3 Right of Cooperating Broker in Presentation of Offer ^M

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's

written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

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, 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 2.4 Right of Listing Broker in Presentation of Counteroffer ^M

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

Section 2.5 Reporting Sales to The Service ^M

Status changes, including final closing of sales and sales prices, shall be reported to the multiple listing service by the listing/leasing broker or auctioneer within 3 calendar days²⁶ they have occurred. If the negotiations were continued under Section 2 a. or b. hereof, the cooperating broker shall report accepted offers to the listing broker within one (1) business day²⁷ after occurrence and the listing broker shall report them to the MLS within 3 calendar days²⁸ after receiving notice from the cooperating broker.

Section 2.5.1 Reporting Pending to The Service²⁹

The listing Participant MUST report within 3 calendar days³⁰ according to the following requirements:

1. When the contract has all signatures obtained, the status changes to Pending; or
2. If the status is Pending with Showings and the reason for the status is satisfied, the status must be changed to Pending.

Section 2.5.2 Reporting New Construction Where Lot is Sold First, Improvement Sold Later ³¹

Construction to Perm Financing

(Lot closes and bank loan pays builder to start & finish construction.)

1. Do not enter lot as a separate sale (not a land listing).
2. Where the buyer can choose the house plan, enter the listing the same day it goes under contract with a status of Pending (You will need to add it as an active listing, save it, and then change the status to Pending.) Under no circumstance would you wait until closing to enter the information.
3. Follow the Photo Guidelines Exhibit 3.
4. Change the status to Closed when the deed is recorded, and proceeds disbursed.

If Not Reporting Sale of Lot Separately

1. Enter the listing as Pending once house is closed in by the builder.
2. Follow the Photo Guidelines
3. Follow Rules to report sale after deed is recorded and proceeds disbursed.

If Reporting Sale of Lot Separately

(Where recording lot sale is desired)

Lot Sale

1. If the lot is listed in the MLS. Change status to Pending, then Sold following all other Rules.
2. If the lot is not listed in the MLS, enter it as Pending when it goes under contract.
3. Follow the Photo Guidelines
4. Follow Rules to report sale after deed is recorded and proceeds disbursed.

Improvement

Whenever construction starts on the improvement, enter the listing as Pending. In the first line of the Agent Remarks enter the following: Previous lot sale reported as MLS number _____.

1. Follow the Photo Guidelines Exhibit 3
2. Follow Rules to report sale after deed is recorded and proceeds disbursed.
3. It is prohibited to enter the sale of any new construction where the Participant is entering just the construction cost of a home as the sale price (custom build, no real property transferring.
4. It is prohibited to enter new construction where the Participant is adding the price of a land sale to the cost of subsequent construction cost (two separate contracts) and using the sum of the two contracts to create a sale price of a single-family home. Such a transaction should be shown as a vacant land sale.

Section 2.6 Reporting Resolutions of Contingencies: ^M

The listing broker shall report to the Service by a change of status within **one (1) business day** that a contingency on file with the Service has been fulfilled or renewed, or the agreement canceled.

Section 2.7 Advertising of Listing Filed with the Service ^M

A listing shall not be advertised by any Participant, other than the listing broker, without the prior consent of the listing broker.

Section 2.8 Reporting Cancellation of Pending Sale: ^M

The listing broker shall immediately to the multiple listing service of the cancellation of any Pending sale and the listing shall be reinstated immediately.

Section 2.9 Disclosing the Existence of Offers: ^M

Listing brokers, in response to inquiries from buyers or cooperating brokers, shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, listing brokers 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.⁽⁰⁾

Section 2.10 Availability of Listed Property: ^O

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Refusal to Sell

Section 3 Refusal to Sell ^R

If the seller of any listed property filed with the multiple listing service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

This notice shall be delivered via email to the Service and Participants.

Prohibitions

Section 4 Information for Participants Only ^M

Any listing filed with the Service shall not be made available to any broker or firm not a member of Service without the prior consent of the listing broker.

Section 4.1 "For Sale" Signs ^M

Only the "for sale sign" of the listing broker may be placed on a property.

Section 4.2 "Sold" Signs ^M

Prior to closing, only the sold sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 4.3 Solicitation of Listing Filed with the Service ^M

Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS[®] Code of Ethics, its Standards of Practice, and its Case Interpretations.

Note:

This section is also intended to encourage brokers to participate in the service by assuring them that other Participants will not attempt to persuade the seller to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this section, listing brokers would be most reluctant to generally disclose the identity of the seller or the availability of the property to other brokers.

This section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

Section 4.4 Use of the Terms MLS and Service: ^O

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

Section 4.5 Services Advertised as “Free” ^M

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 4.6 No Filtering of Listings ^M

Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent.

No Broker Compensation on Listings

Section 5 No Compensation Specified on MLS Listings ^M

Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representatives in the MLS.

Use of MLS data or data feeds to directly or indirectly establish or maintain a platform to make offers of compensation from multiple brokers to buyer brokers or other buyer representatives is prohibited and must result in the MLS terminating that Participant’s access to any MLS data or data feeds.

Section 5.0.0 Required Consumer Disclosure ^M

Disclosure of Compensation: MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer written agreement, and pre-closing disclosure documents (if any).
2. Conspicuously disclose in writing to sellers, and obtain the seller’s authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay.

Section 5.0.1 Disclosing Potential Short Sales ^{M2}

Participants must disclose potential short sales (defined as a transaction where the 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) when reasonably known to the listing participants.

Short Sales are disclosed by choosing Short Sale in the Stipulation of Sale Field.³²

This shall be disclosed immediately but in no case, later than 12 hours after receipt of notification from the Lienholders. All confidential disclosures and confidential information related to short sales must be communicated in the Agent Remarks available only to participants and subscribers. ³³

Section 5.0.2 Written Buyer Agreements ³⁴

A Participant working with a buyer must enter into a written agreement with the buyer prior to the buyer touring any listing. This requirement does not apply to potential buyers attending an open house that is open to the public (whether hosted by the listing broker or another firm), but it does otherwise apply to showings of properties by the listing broker. The written agreement must comply with the following:

- To the extent that the Participant will receive compensation from any source under the agreement, the agreement must specify and conspicuously disclose the amount or rate of compensation the Participant will receive or how this amount will be determined.
- Any amount of compensation reflected must be objectively ascertainable and may not be open-ended (e.g., “buyer broker compensation shall be whatever amount the seller is offering to the buyer” is considered open-ended);
- Such a Participant may not receive compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer, unless the Participant is the listing broker.

Section 5.1 Participant as Principal ^M

If a Participant or any licensee (or licensed or certified appraiser⁶) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the multiple listing service, that person shall disclose that interest when the listing is filed with the multiple listing service and such information shall be disseminated to all multiple listing service Participants.

Section 5.2 Participant as Purchaser ^M

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

Service Charges

Section 6.0 Service Fees and Charges:³⁵

Participants and subscribers are referred to the Associations for all fees and charges. Hive MLS does not set the “retail” price charged by Hive MLS Members (Associations and MLSs), which is entirely under the control of each Hive MLS Member.

Section 6.1 Waivers from MLS Fees, Dues, and Charges: ^M

A no-cost waiver of MLS fees, dues and charges is available for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS or CIE where the principal broker participates. The principal broker must sign and submit a certification for nonuse of its MLS services by their licensees.

If violated, the penalty is \$1,000 or MLS fees from the date the violation occurred and termination of the waiver whichever is greater.³⁶

Compliance with Rules

Section 7.0 Compliance with Rule-Authority to Impose Discipline: ^M

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:

- Letter of warning
- Letter of reprimand
- 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
- Appropriate, reasonable fine not to exceed \$15,000
- Suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- Termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Section 7.1 Applicability of Rules to Users and/or Subscribers ^R

Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the MLS are subject to these Rules and Regulations and may be disciplined for violations thereof. Further, failure of any user or Subscriber to abide by the Rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or Subscribers affiliated with the Participant.

Meetings

Section 8 Meetings

The meetings of the participants in the service or the board of directors of the multiple listing service for the transaction of business of the service shall be held in accordance with the provisions of Article 7, bylaws of the service.

Enforcement of Rules or Disputes

Section 9 Consideration of Alleged Violations ^M

The Board of Managers or a Tribunal composed of at least 3 members of the Board shall give consideration to all written complaints having to do with violations of the Rules and Regulations. 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 Managers.

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 ^M

If the alleged offense is a violation of the rules and regulations of the service and does not involve a charge of alleged violation of one or more of the provisions of Section 16 of the rules and regulations or a request for arbitration, it may be administratively considered and determined by the board of Managers of the MLS and if a violation is determined, the board of managers may direct the imposition of sanction provided that the recipient of such sanction may request a hearing by the professional standards committee of the association in accordance

with the bylaws of the Member Association or MLS. Alleged violations of Section 16 of the rules and regulations shall be referred to the Member's grievance committee for processing in accordance with the professional standards procedures of the association.

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

Section 9.2 Complaints of Unethical Conduct 37

All other complaints of unethical conduct shall be referred by the Board of Managers of the service to the association of REALTORS® for appropriate action in accordance with the Multi-Board Agreement procedures and to Hive MLS in accordance to Section 16 of the MLS Rules and Regulations.

Section 9.3 Left Intentionally Blank

Section 9.4 MLS Rules Violations ^M

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. **M**

Confidentiality of MLS Information

Section 10.0. Confidentiality of Information ^M

Any information provided by the multiple listing service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants.

Section 10.1 MLS Not Responsible for Accuracy of Information ^R

The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant. The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Ownership of MLS Compilation and Copyright

This Section should not be construed to require the Participant to lease a copy of the MLS compilation for any licensee (or licensed or certified appraiser) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, or appraising the types of properties which are required to be filed with the MLS and who does not, at any time, have access to or use of the MLS information or MLS facility of the Service.

Section 11 Fully Authorized^M

By the act of submission of 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 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. ^(M)

Section 11.0.1 Access to Comparable and Statistical Information 38

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

Rule Penalties

Participants and Subscribers who violate this Rule

1. Shall immediately have their MLS access suspended. Prior to having MLS access restored, the Participant or Subscriber must pay:
2. Five hundred dollars (\$500) for the first violation;
3. One thousand dollars (\$1,000) for a second violation;
4. Two thousand-five hundred dollars (\$2,500) for a third violation;
5. The discipline for any subsequent violations shall be at the discretion of the MLS Board of Managers (NOTE: All disciplinary actions are subject to Section 9 above).

Section 11.1 Expression of Rights, Title and Interest ^R

All right, title and interest in each copy of every multiple listing compilation created and copyrighted by the Service and in the copyrights, therein, shall always remain vested in Hive MLS. ^(R)

Section 11.2 Display ^M

Each Participant shall be entitled to lease from Hive MLS, a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraiser) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Service.

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

Use of Copyrighted MLS Compilation

Section 12 Distribution ^R

Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by Hive MLS, and shall not distribute any such copies to persons other than Subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other Subscribers as authorized pursuant to the governing documents of the MLS.

Use of information developed by or published by an association multiple listing service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association multiple listing service where access to such information is prohibited by law.

Section 12.0.1 No modification of other Participants' content ³⁹

A Participant shall not change the content of any MLS Listing Information of any other Participant from the content as it is provided in the Service, without regard to how it is disclosed, including oral disclosure or disclosure through a VOW. A Participant may, however, augment MLS Listing Information with additional information not otherwise prohibited by these Rules if the source of such other information is clearly identified. This rule does not otherwise restrict the format of display of MLS Listing Information or the display of fewer than all the listings or fewer than all the authorized information fields

Section 12.1 Display ^M

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

Section 12.2 Reproduction ^{M1}

Participants or their affiliated licensees shall not reproduce any Service Compilation or any portion thereof except in the following limited circumstances.

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

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparable(s), 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 SERVICE or its Service 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.

**It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has 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 property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. 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 Service compilation, how closely the types of properties contained in such listings accord with the prospective purchaser's expressed desires and ability to purchase, whether the reproductions were made on a selective basis, and whether the type of properties contained in the property listing data is consistent with a normal itinerary of properties which would be shown to the prospective purchaser.*

Changes in Rules and Regulations

Section 14 Changes in Rules and Regulations: ^M

Amendments to the rules and regulations of the service shall be made by consideration and approval of the Board of Managers of the multiple listing service.

Arbitration of Disputes

Section 15 Arbitration of Disputes ^M

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.

- If all disputants are members of the same association of REALTORS® or have their principal place of business within the same association's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that association of REALTORS.
- If the disputants are members of different associations of REALTORS® or if their principal place of business is located within the territorial jurisdiction of different associations of REALTORS®, they remain obligated to arbitrate in accordance with the procedures of the state association of REALTORS®

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

Section 16 Standards of Conduct ^M

Standard 16.1 Exclusive Representation

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

Standard 16.2 Consent of Signage

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

Standard 16.3 Intentionally Left Blank

Standard 16.4 Solicitation of Listing

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

Standard 16.5 Solicitation of Buyer/Tenant Agreement

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

Standard 16.6 Referral of Clientele

MLS participants shall not use information obtained from listing brokers through offers to cooperate made through multiple listing services or through other offers of cooperation to refer listing brokers' clients to other brokers or to create buyer/tenant relationships with listing brokers' clients, unless such use is authorized by listing brokers.

Standard 16.7 Expiration of Prior Agreement

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

Standard 16.8 Prospects

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

Standard 16.9 More than One Commission

MLS participants are free to enter contractual relationships or to negotiate with sellers/landlords, buyers/tenants or others who are not subject to an exclusive agreement but shall not knowingly obligate them to pay more than one commission except with their informed consent

Standard 16.10 Future Agreements

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

Standard 16.11 Intentionally Left Blank

Standard 16.12 General Announcement of Services to Prospects

MLS participants are not precluded from making general announcements to prospects describing their services and the terms of their availability even though some recipients may have entered into agency agreements or other exclusive relationships with another MLS participant. A general telephone canvass, general mailing, or distribution addressed to all prospects in a given geographical area or profession, business, club, or organization, or other classification or group is deemed general for this rule's purposes. ■ The following types of solicitations are prohibited: ■ Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another MLS participant; and mail or other forms of written solicitations of prospects whose properties are exclusively listed with another MLS participant when such solicitations are not part of a general mailing but are directed specifically to property owners identified through compilations of current listings, for sale or for rent signs, or other sources of information intended to foster cooperation with MLS participants.

Standard 16.13 Subject to Current, Valid Exclusive Agreement

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

Standard 16.14 Disclosure of Relationship as Buyers

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

Standard 16.15 Unlisted Property

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

Standard 16.16 Timing of Disclosure

MLS participants, acting as representatives or brokers of sellers/landlords or as subagents of listing brokers, shall disclose that relationship to buyers/tenants as soon as practicable, and shall provide written confirmation of such disclosure to buyers/tenants not later than execution of any purchase or lease agreement.

Standard 16.17 Contacting Client of Another Broker

MLS participants are not precluded from contacting the client of another broker for the purpose of offering to provide, or entering into a contract to provide, a different type of real estate service unrelated to the type of service

currently being provided (e.g., property management as opposed to brokerage) or from offering the same type of service for property not subject to other brokers' exclusive agreements. However, information received through a multiple listing service, or any other offer of cooperation may not be used to target clients of other MLS participants to whom such offers to provide services may be made.

Standard 16.18 Intentionally Left Blank

Standard 16.19 Dealings with Client Representative

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

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

Standard 16.20 Contract after Termination with Current Firm

Participants, users, and subscribers, 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 Intentionally Left Blank

Standard 16.22 Misleading Statements

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

Standard 16.23 Website Disclosure

MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. o 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 True Advertising

MLS 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:

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

Standard 16.25 Standards of Practice and Competence

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

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

Internet Data Exchange (IDX)

Section 18 IDX Defined: ^M

“Internet Data Exchange” or “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 listing. ^(M)

Section 18.1 Authorization: ^{M2}

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

Section 18.2 Participation ^{M4}

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

Section 18.2.1 Intent to Display ^M

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.

Section 18.2.2 IDX Purpose ^M

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.

Section 18.2.3 Listings Withheld ^M

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.

Section 18.2.4 Selection to Display ^M

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.

Section 18.2.5 Refresh Rate ^M

Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours

Section 18.2.6 Distribution to Others ^M

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. **M**

Section 18.2.7 Identify Brokerage^M

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.

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.

Section 18.2.8 Comments and Reviews^M

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.

Section 18.2.9 Contact for Accuracy^M

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.

Section 18.2.10 Co-Mingle^M

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

Section 18.2.11 Modification / Manipulation^M

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. (Adopted 05/15) **M**

Section 18.2.12 Identify Listing Firm^M

All Listings displayed pursuant to IDX shall identify the listing firm in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.

Section 18.3 Display

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

Section 18.3.1 Confidential Data Fields °

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. Section 18.7 Limitations on Use of Service Information

Section 18.3.2 Identification of Listing Firm and Subscriber. (NAR Section 19.18)

In any display or disclosure of MLS Listing Information (as that terms is defined in Section 16.1(d) of these Rules), including oral disclosure and display on a VOW, a Participant shall cause any listing that is displayed to identify the name of the listing firm and the listing broker or agent 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 18.3.8 Disclaimer of Liability °

Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS.

The disclosure shall take the following form: "All information herein has not been verified and is not guaranteed. ©2025 Hive MLS LLC" (The current year will replace "2025.") A Participant's display or disclosure may include other appropriate disclaimers necessary to protect the Participant and the Service from liability.

Section 18.3.9 Limit on Number of Listings Displayed. °

The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS but in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer.

Section 18.3.10 Right to IDX °

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

Virtual Office Websites ^M

Section 19.1 VOW Defined

“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.

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.

“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.

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 Rights and Permissions

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. **M**

1. 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).
2. Except as otherwise provided in the VOW policy or in these rules, a participant need not obtain separate permission from other MLS participants whose listings will be displayed on the participant’s VOW.

Section 19.3 Establish Broker-Consumer Relationship

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 e-mail address for each Registrant. The participant must send an e-mail 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 e-mail 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 username 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 username and password or may allow the Registrant to establish its username and password. The participant must also be assured that any e-mail address is associated with only one username and password.

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, e-mail address, username, and current password of each Registrant. The participant must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Registrant's password.

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, e-mail 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.

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

- i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
- ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
- iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
- iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
- v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database

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.

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 Consumer Contact

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 Monitor

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 Withhold from Display

A participant's VOW shall not display the 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 e-mail, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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. 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

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 Third Parties

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

1. to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 2. to display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing. **M**
2. 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 Comments about Accuracy

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 Refresh Rate

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 Distribution

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 Privacy Policy

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 Listing Exclusions

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 Intent to Operate VOW

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 AVP Contracts

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. Exhibit 1 Mobile Homes

Exhibit 1 Data Compliance Assurance Policy

Fines are levied per field, not per listing. Upon notice, the MLS Subscriber/ Participant Member has 3 calendar days (excepting weekends, holidays and postal holidays) by which to correct the data.

Staff is authorized to waive compliance on a temporary basis when a new firm or office joins. The only purpose of this waiver is to allow all the firm's/office's then-current – listing inventory to be entered.

Exhibit 1.1 Category A Compliance Issues

1. Failing to change an ascertainable field after being notified to do so.
2. Failing to follow the Photo Guidelines, IDX Rules, VOW Rules are any other Rule violation
3. Inserting agent or company information such as phone numbers, hyperlinks to websites (HomeSteps.com; HomePath.com; HUDHomestore.com, and/or Auction.com are permissible), Talking Ads, email addresses, etc.
4. Failing to map a listing to its correct location.
5. Failing to enter the lot dimensions when they are easily found (NOTE: if not within the county tax data available on the MLS, agents have 5 business days to get that information).
6. On Sold listings, staff shall only enforce the photo rule if the listing closed within the previous 365 days. Converted listings are not fined
7. Failing to accurately enter the number of rooms (Room Counts) NOTE: # of Rooms means the rooms in the primary living area only and shall not include other areas. ⁴⁰
8. Failing to provide the primary “tax identifier (APN, PIN and/or PID) number for a parcel when it is available; providing a wrong PIN and/or PID number. NOTE: where newly platted lots have not yet been assigned a PIN and/or PID, use the entire parcel's original PIN and/or PID number.
9. Failing to produce documentation for verification purposes upon MLS request.

Exhibit 1.1.1 Category A Consequences

Fines are incremental per listing, fine increments every 3 calendar days:

1. \$0: Courtesy Notice
2. \$25: 2nd notice
3. \$50: 3rd notice
4. 4th notice: \$100 and loss of MLS privileges until data is corrected

Exhibit 1.2 Category B Compliance Issues

If not corrected within 3 calendar days, the progressive fines commence.

1. Failing to identify listing as a “short sale”.
2. Using photos, documents and agent supplied text from a previous listing agent without written permission.

Exhibit 1.2.1 Category B Consequences

Fines are incremental per listing, fine increments every 3 calendar days:

1. \$25: 1st notice
2. \$50: 2nd notice
3. \$100: 3rd notice
4. \$100 and loss of MLS privileges until corrected

Exhibit 1.3 Category C Compliance Issues

Automatic Fine for Failure to:

1. Enter a listing within 3 calendar days⁴¹ of seller's written authorization.
2. To report a property as pending, the cancellation or resolution of a pending listing, a sold listing or the cancellation of a contingency status to the MLS within 3 calendar days.⁴²

Exhibit 1.3.1 Category C Consequences

Fine of \$50 is automatic with no Courtesy Notice

Exhibit 1.4 Category D Compliance Issues

Automatic Fine for Failure to notice within 3 calendar days⁴³ when a licensee who is waived should no longer be waived, including unlicensed personnel who become actively licensed (whether by the Real Estate Commission or Appraiser Board).

Exhibit 1.4.1 Category D Consequences

Fine of \$100 or back MLS fees, whichever is more.

Exhibit 1.5 Category E Compliance Issues

Attempting to Manipulate DOM or CDOM

Every attempt to "game DOM and/or CDOM" by entering any incorrect data, having a seller execute multiple listing agreements, sending instructions to expire or cancel the listing, etc., will subject the MLS Subscriber.

Listing without entry into the MLS within 1 business day of Public Marketing will be seen as Manipulating DOM/CDOM ⁴⁴

Exhibit 1.5.1 Category E Consequences

Fines are incremental per **Subscriber**

5. Courtesy Notice for first offense.
6. \$50 for 2nd offense
7. \$100 for 3rd offense
8. \$250 for 4th offense
9. \$500 for 5th offense
10. \$1,000 for 6th offense
11. \$2,500 thereafter and loss of Service until all fines are paid.

Exhibit 1.6 Category F Compliance Issues

Duplicate Listings

The system warns before you publish a "duplicate" listing as active. Therefore, if you make the listing active, the fine is \$50. Please call your association staff before making the listing active.

Exhibit 1.6.1 Category F Consequences

Fine of \$50 is automatic with no Courtesy Notice

Exhibit 1.7 Category G Compliance Issues

Unauthorized Access

Providing your login name and password to anyone else to access your account is a violation of these Rules. Do not share your login name and password. The MLS employs sophisticated technology that detects any unauthorized access.

Allowing someone access to information who is not a client or customer. e.g., Loaning/giving any printed MLS information; agents/appraisers who give information to licensees who do not pay fees for the MLS.

Exhibit 1.7.1 Category G Consequences

Fines are incremental per **Subscriber**

1. Courtesy Notice, a required password reset and 2-step authentication for 1st Offense
2. \$500 for 2nd offense
3. \$1,500 and loss of MLS privileges for 30 days 3rd offense
4. \$4,500 and loss of MLS privileges for 90 days 4th offense
5. \$5,000 and loss of MLS privileges for 180 days. 5th offense

Exhibit 1.8 Category H Compliance Issues

Entering compensation in the MLS

Exhibit 1.8.1 Category H Consequences

Fines are incremental per **Subscriber**

1. No Courtesy notice – Immediate fine \$1,000 Fine for Settlement Violations (including adding compensation to MLS);
2. \$1000 Fine to Participant and \$1000 Fine to Subscriber plus 1 year termination for recurring violations

Exhibit 1.9 Data Feed Fines

1. All violation notifications are sent to the parties to the agreement.
2. With first notice the parties to the agreement have 5 business days to correct the violation.
3. With second notice the parties to the agreement are fined \$100 and given an additional 5 days to correct the violation.
4. With a third notice the consultant's data feed is terminated. \$500 must be paid before MLS will reconnect the data feed.
5. Failing to notify MLS that a new domain is being used with an existing participant data agreement. On the 1st offense a courtesy notice is sent; On the 2nd and subsequent offense is a \$100 fine.
6. In the case of a third-party data access agreement, the consultant's failure to notify MLS of new websites the fine is \$500 per occurrence.

Exhibit 1.10 Waivers and Exceptions

Exhibit 1.10.1 Unusual Circumstances

When there is noncompliance and the circumstances are unusual (death in the family, extended vacations, etc.), the Hive MLS CEO may make exceptions to the fines.

Exhibit 1.10.2 Right to Appeal

Any Subscriber or Participant Member whose waiver for a fine has been denied, may appeal to the Board of Managers.

The Hive MLS Board of Managers may give consideration to all written appeals having to do with violations of the Rules and Regulations. The written request must be within twenty (20) days following the noticed violation.

An appeal must be in writing and filed using the Online Fine Appeal Form. A \$25.00 filing fee must be paid to the subscriber's primary association. Filing an appeal does not stop the requirement for timely payment of invoices. All fines and appeal filing fee must be paid before the Hive Appeal Board will render a decision on the appeal. If your appeal is granted by the Board of Managers, you will be notified, in writing, and the fine refunded. You may find the Appeal form in Flex under menu pull up "MLS Intranet" then select "Form" then select "Hive MLS appeal form".

Exhibit 1.10.3 Temporary Waivers

Staff is authorized to waive compliance on a temporary basis when a new firm or office joins. The only purpose of this waiver is to allow all the firm's/office's then-current – listing inventory to be entered.

Exhibit 2 Guidelines for Photos

Exhibit 2.1 MLS Rule Section 1

Photos are mandatory for every property type and must be entered during the same time frames described in Section 1 “Listing Procedures”. The primary photo must be an exterior elevation view of the property and flagged as the primary photo within Hive MLS. One of the first ten (10) photos shall be the best possible front elevation of the property as seen from the road (Board of Managers, 2019). With multifamily properties, this should show a photo of the exterior of the actual unit for sale. For a Land listing may be an aerial view or a Plat Map⁷². Where the MLS number has more than one property listed (see Section 1.8 Listing Multiple Unit Properties), the first photo must be of one of the actual properties listed. The requirements of this paragraph shall not apply where a seller expressly directs that photographs of their property not appear in MLS compilations, provided the MLS Participant shall furnish a copy of the seller’s request to the Service.

No photo or virtual tour entered, or linked to, or from the service shall display;

1. any for sale or for lease sign.
2. no text except the specific allowances noted below.
3. any information that identifies the subscriber or the company.
4. any business card images or the like .

The photo may display only physical characteristics of the subject property and its immediate vicinity; it may not include any link to any location on the web. Specific marking on photos submitted may include text and symbols for clarification. Photos using picture in a picture are allowed. The MLS Staff is authorized to remove any photo or virtual tour from the MLS that is not in compliance with these rules.

Exhibit 2.1.1 Existing Structures

Submit an exterior elevation photo (See Exhibit 2.1 above)

Exhibit 2.1.2 New Construction

1. If the exterior is incomplete, Submit a rendering, a community logo, or a picture of the entrance to the subdivision.
2. Put the year the house will be finished in the Year Built field
3. Once the property is locked by the builder and the exterior is complete, you will need to:
4. Upload An exterior elevation photo (See Section 1). (More is better)

Modify data fields as appropriate (measure the house, verify room dimensions, etc.)

Exhibit 2.1.3 Removal of Photos

Photos (and attached documents) are necessary for the purpose of valuations, analysis and appraisals which is one of the NAR key definitions of the purpose and intent of the MLS and may not be removed. Removing photos from a listing (or requesting Association Staff to) as a method to prevent other agents from copying them, or for any purpose other than to update, replace or remove no longer applicable content, is prohibited. Copying photos and

documents without listing agent approval is a violation of copyright law and Hive MLS Rules & Regulations and should be reported to the MLS immediately (BOM Minutes 11/14/19, 2019).

Exhibit 2.1.4 Virtual Staging

Virtually staged photos must be identified in the Marketing/Public Remarks and by either text on the photo or in its description.

Exhibit 3 IDX Internet Data Exchange Policy

Exhibit 3.1 Advertising

Exhibit 3.1.1 Print and Electronic

The IDX policy gives 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 this policy, "display" includes "delivery" of such listings. Associations of Realtors® and their multiple listing services must enable MLS Participants to display aggregated MLS listing information by specified electronic means in accordance with this policy. Requests for IDX feeds/downloads must be acted on by the MLS within five (5) business days from receipt, barring extenuating circumstances related to an individual's qualification for MLS Participation, and review of the Participant's and vendor's use of the IDX information consistent with the MLS rules, in which case an estimated time of approval or denial must be issued. *(Amended 05/17)*

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 receiving 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, conspicuous, written or verbal identification of the name of the brokerage firm under which the Participant operates, 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. *(Amended 05/17)*

To comply with this requirement MLSs must, if requested by a Participant, promptly provide basic downloading of all active listings, sold* listing data starting from January 1, 2012, non-confidential pending sale listing data, and other listings authorized under applicable MLS rules. MLSs may not exclude any listings from the information which can be downloaded or displayed under IDX except those listings for which a seller has affirmatively directed that their listing or their property address not appear on the Internet or other electronic forms of display or distribution. Associations and MLSs can also offer alternative display options including framing of board, MLS, or other publicly-accessible sites displaying Participants' listings (with permission of the framed site). For purposes of this policy, "downloading" means electronic transmission of data from MLS servers to Participants' servers on a persistent or transient basis, at the discretion of the MLS. The MLS's IDX download must be refreshed to accurately reflect all updates and status changes no less frequently than every twelve (12) hours. *(Amended 5/17)*

MLSs that allow persistent downloading of the MLS database by Participants for display or distribution on the Internet or by other electronic means may require that Participants' websites (1) utilize appropriate security protection, such as firewalls, provided that any security obligations imposed on Participants may not be greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of consumer activity on Participants' websites and make that information available to the MLS if the MLS has reason to believe that a Participant's IDX website has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. This policy does not require associations or MLSs to establish publicly accessible sites displaying Participants' listings. *(Amended 05/12)*

Unless state law requires prior written consent from listing brokers, listing brokers' consent for IDX display may be presumed unless a listing broker affirmatively notifies the MLS that the listing broker 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 IDX display of that Participant's listings, then that Participant may not display the aggregated MLS data of other Participants on an IDX site.

Alternatively, MLSs may require that Participants' consent for IDX display of their listings by other Participants be affirmatively established in writing. Even where Participants have given blanket authority for other Participants' IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. *(Amended 05/12)*

Access to MLS databases, or any part of such databases, may not be provided to any person or entity not expressly authorized such access under the MLS rules. *(Amended 11/09)*

Participants' Internet websites and other authorized display mechanisms may also provide other features, information, or services in addition to IDX information (including Virtual Office Website ["VOW"] functions) which are not subject to this policy. *(Amended 05/12)*

Exhibit 3.1.2 Policies Applicable to IDX Websites and Displays

1. Participants must notify the MLS of their intention to display IDX information and give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. *(Amended 05/12)*

2. MLS Participants may not use IDX-provided listings for any purpose other than IDX display. This does not require Participants to prevent indexing of IDX listings by recognized search engines. *(Amended 05/12)*

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

4. Participants may select the IDX listings they choose to display 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 IDX listings to be displayed must be independently made by each Participant. *(Amended 11/21)*

5. Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every twelve (12) hours. *(Amended 11/14)*

6. Except as provided elsewhere in this policy or elsewhere in an MLS's rules and regulations, an IDX display or Participant engaging in IDX display may not distribute, provide, or make any portion of the MLS database available to any person or entity. *(Amended 05/12)*

7. When displaying listing content, a Participant's or user's IDX display must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. This policy acknowledges that certain required disclosures may not be possible in displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of 200 characters or less) or for audio delivery of listing content. Minimal displays are exempt from the disclosure requirements established in this policy but only when linked directly to a display that includes all required disclosures. Audio delivery of listing content is exempt from the disclosure requirements only when all required disclosures are subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. *(Amended 05/17)*

8. With respect to any Participant's IDX display 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 with respect to the seller's listing 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 by all Participants. Except for the foregoing and subject to paragraph 9, a Participant's IDX display may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying customers that a particular feature has been disabled at the request of the seller. *(Amended 05/12)*

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. The Participant 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 that property explaining why the data or information is false. However, the Participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 05/12)*

10. An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy, "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. *(Adopted 11/14)*

11. Participants shall not modify or manipulate information relating to other Participants' listings. MLS Participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from 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. *(Adopted 05/15)*

12. An MLS Participant's IDX display must 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. *(Amended 11/21))*

Exhibit 4 Working With Office Exclusive Listings in Hive MLS

(1) Hive MLS Service: Hive MLS, LLC (“Hive MLS”) maintains a multiple listing service (MLS) database for the benefit of its participants and subscribers. Hive MLS rules require participants to enter listings taken on exclusive right to sell contracts or exclusive agency forms in the MLS database. Benefits of entry in the Hive MLS database may include:

1. Your listing is accessible to thousands of real estate brokers in the Hive MLS market who can assist in the sale of your property
2. Hive MLS property exposure may help to sell your property at the best price
3. Real estate brokers are able to display your listing on more than 1,000 public websites (if permitted by Seller) that potential buyers use to search for properties ⁴⁵

(2) Seller Acknowledgements: Seller acknowledges the following:

The listing broker/agent has fully informed me of the benefits available to me via Hive MLS.

1. My property will **not** be visible via the MLS database to other MLS participants and subscribers who are searching for available properties.
2. My property will **not** be included in Hive MLS’s distribution of for sale properties to real estate websites that are used by the general public to search for properties for sale.
3. My property will not have showing appointments scheduled through Hive MLS’s showing services that notify Sellers of showing requests and gathers showing feedback for sellers (when it is provided).
4. I am fully aware that I am entitled to have my property entered into the MLS database and that entry of my property can only be withheld from the MLS at my written request.

NOTE: If Public Marketing occurs, this will result in the listing being placed as Active in the MLS. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public-facing websites, brokerage website displays, social media, digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

By signing below, Seller(s) certifies that Seller has read and understands this form, and Agent and Broker certify that they have described the benefits of the Hive MLS service to Seller.

Seller: _____//_____//_____

Signature

Print Name

Date

Seller: _____//_____//_____

Signature

Print Name

Date

Agent: _____//_____//_____

Signature

Print Name

Date

Broker: _____//_____//_____

Signature

Print Name

Date

Exhibit 5 Hive MLS Coming Soon - No Showings Status Seller Authorization

This Coming Soon - No Showings Seller Authorization Form hereby authorizes the listing firm to begin marketing the property up to 30 days prior to the “Start Showings Date” described below.

Listings entered into Hive MLS with a Coming Soon - No Showings status indicates that the listing firm and the seller are preparing the property for sale before the listing's status is changed to Active. There must be a valid listing agreement between the seller and the listing firm. Listings in Coming Soon - No Showings status must have seller approval, which may be obtained using this form.

Coming Soon - No Showings status is not intended to give the listing firm an advantage in finding a buyer for the property to the detriment of cooperating brokers, nor is it intended to circumvent the sale of the property on an open market. Coming Soon - No Showings status provides a method for the listing firm to notify other cooperating brokers of properties that will be made fully available for showing and marketing after preparations have been completed. Any showings of a property in Coming Soon - No Showings status disqualifies that property from that status, and the listing firm is cited for a violation of the Hive MLS Rules and Regulations. (see Section 1.1.2).

This Coming Soon - No Showings Seller Authorization Form hereby authorizes the listing firm to begin marketing the property up to 30 days prior to the "Start Showings Date" described below.

Listings entered into the Hive MLS, ("Hive MLS") with a Coming Soon - No Showings status indicates that the listing firm and the seller are preparing the property for sale before the listing's status is changed to Active. There must be a valid listing agreement between the seller and the listing firm. Listings in Coming Soon - No Showings status must have seller approval, which may be obtained using this form.

Coming Soon - No Showings status is not intended to give the listing firm an advantage in finding a buyer for the property to the detriment of cooperating brokers, nor is it intended to circumvent the sale of the property on an open market. Coming Soon - No Showings status provides a method for the listing firm to notify other cooperating brokers of properties that will be made fully available for showing and marketing after preparations have been completed. Any showings of a property in Coming Soon - No Showings status disqualifies that property from that status, and the listing firm is cited for a violation of the Hive MLS Rules and Regulations. (see Section 1.1.2).

Start Showings Date: Listings entered into the MLS with Coming Soon - No Showings status automatically transition to Active status on the "Start Showings Date" specified in the listing agreement or 30 days after the Effective date of the Listing Agreement. (see section 10 (b) first box paragraph).

mm/dd/yy

While the property is in Coming Soon - No Showings status, the seller and the listing firm may not promote or advertise the property in any manner other than as "Coming Soon". Coming Soon - No Showings status listings are displayed on the Internet, are included in MLS advertising data feeds, including broker, agent, IDX, public, or syndication websites, and on social media.

Seller Initials

A property in Coming Soon - No Showings status may not be shown. Potential buyers and firms, including other agents in the listing firm office, cannot schedule showings of a Coming Soon - No Showings property through the seller, showing service, or the listing firm and cannot be given access to physically view the property during the period the property is in the Coming Soon - No Showings status. The listing agent must change the listing to Active status prior to scheduling a showing that would occur before the Start Showings Date.

Seller Initials

As soon as the seller is ready for showings to begin, the listing firm must change the listing status in the Hive MLS to "Active." Days on Market start on the effective date of the Listing Agreement. Once the listing transitions from Coming Soon - No Showings status to Active status, it cannot revert back to Coming Soon - No Showings status.

Seller Initials

A listing firm may not re-list a property in Coming Soon - No Showings status unless: The listing has been in Expired or Cancelled status for more than 30 days; or, A new firm lists the property or; The property has been sold or rented.

Seller Initials

The listing firm may place a "Coming Soon" sign on the property, so long as there is written authorization from the seller to advertise the property and the listing firm does not promote or advertise the property in any manner other than as "coming soon".

Seller Initials

Seller accepts the consequences of the decision to deny property showings indicated above.

Property Address	City	State
Print Seller Name	Seller Signature	Date
Print Seller Name	Seller Signature	Date
Print Broker Name	Broker Signature	Date

Coming Soon “Dos”

1. **Do place your Listing in Coming Soon - No Showings Status:** The Coming Soon-Now Showings status is a temporary, off-market status. A listing can only be in the Coming Soon-No Showing status for a maximum of 30 days after the marketing date.
2. **Do understand that there is a Nightly Process;** Each evening, the System will review all Coming Soon - No Showings listings and automatically convert them to Active status if the Start Showings Date has been reached or if the listing has been in the status for 30 calendar days.
3. **Do Change Status - Early Active:** The listing firm may change the listing’s status to **Active** at any time; however, once the Coming Soon - No Showings status is changed to Active the listing cannot go back to the Coming Soon - No Showings status.
4. **Do put up Coming Soon Signs;** Hive MLS does not require a coming soon sign rider, but posting a “for sale” sign without a “coming soon” sign rider could be construed as misrepresenting the availability of access to show or inspect a listed property. Listing subscribers should consider using a “coming soon” sign rider on a sign, or no sign at all.
5. **Do include Photos:** Hive MLS requires an image or photo of any listing in Coming Soon - No Showings status.
6. **Do remember Offers can be accepted:** A seller can accept an offer from a prospective buyer even if the property is not available for showing. In the event an offer is accepted on a listing in the Coming Soon - No Showings status, the listing firm must change the listing status within 3 calendar days (excepting weekends, holidays, and postal holidays) to a **pending** status.

Coming Soon “Don’ts”

1. **Don’t change to Coming Soon.** Only new listings can use the Coming Soon - No Showings status; listings in any other status may not be changed to Coming Soon - No Showings.
2. **Don’t do any Advertising unless it states, “Coming Soon”:** Listings with a Coming Soon - No Showings status may only be promoted or advertised as a “coming soon” property. Advertising of a listing as a for-sale property will immediately disqualify the listing from the Coming Soon - No Showings status. If advertised as anything other than “coming soon” the subscriber will be cited for violation of the Hive MLS Rules and Regulations and be subject to a fine. A violation of this rule is assessed a \$1000 fine for the first violation, a \$2000 fine for the second violation, and a \$5000 fine plus a 30-day suspension of the subscriber’s Hive MLS account for any subsequent violations.
3. **Don’t Forget No Showings, open houses, or broker caravans:** Listings in the Coming Soon - No Showings status are not eligible for showings, open houses, or broker caravans. Future showings and open houses may be scheduled in advance for a time after the Start Showing Date. The listing subscriber must change the status of a Coming Soon - No Showings listing to Active, if any showing will occur before the Start Showing Date. Any showing of a listing in the Coming Soon - No Showings status, whether that showing is made to the general public or other participants and subscribers, will immediately disqualify the listing from the Coming Soon - No Showings status. The listing will be immediately changed to Active and a subscriber who violates this rule is assessed a \$1000 fine for the first violation, a \$2000 fine for the second violation, and a \$5000 fine plus a 30-day suspension of the subscriber’s MLS account for any subsequent violations.

Change References

References

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¹ BOM 5/22/2025
²
³ BOM (3 Calendar Days)
⁴ BOM (3 Calendar Days)
⁵ BOM 11/14/19
⁶ BOM 12/03/20
⁷ NAR/Legal 8/1/24
⁸ BOM 02/07/19
⁹ BOM 05/02/19
¹⁰ BOM 01/10/18
¹¹ BOM 11/14/22
¹² BOM 06/02/22
¹³ BOM 06/02/22
¹⁴ BOM 06/02/22
¹⁵ BOM 06/02/22
¹⁶ BOM 04/11/22
¹⁷ 3 calendar day rule
¹⁸ NAR/Legal 8/1/24
²⁰ Latest expansion
²¹ Property Addresses rule
²² Show Anytime rule
²³ BOM 04/01/21
²⁴ BOM 09/02/21
²⁵ NAR/Legal 8/1/24
²⁶ 3 Calendar Days
²⁷ 1 Business Day
²⁸ 3 Calendar Days
²⁹ Report Pending
³⁰ 3 Calendar Days
³¹ New Construction
³² Stipulation of Sale field
³³ 12 hour notice of short sales
³⁴ LEGAL 8/1/24
³⁵ Wholesale explanation
³⁶ Participant Waiver Fine
³⁷ BOM 06/25/24
³⁸ Statistical Reports?
³⁹ NAR MLS Handbook Section 19.16
⁴⁰ BOM 02/07/19
⁴¹ 3 calendar days
⁴² 3 calendar days
⁴³ 3 calendar days
⁴⁴ BOM 4/3/20
⁴⁵ BOM 6/25/24