

THE RULES AND REGULATIONS OF THE RESIDENTIAL MULTIPLE LISTING SERVICE OF THE KNOXVILLE AREA ASSOCIATION OF REALTORS®

SECTION ONE LISTING PROCEDURES

Section 1 LISTING PROCEDURES: Listings of real property of the following types, which are subject to a real estate broker's license, and are located within the territorial jurisdiction of the Multiple Listing Service of the Knoxville Area Association of REALTORS® taken by Participants on an Exclusive Right to sell or an Exclusive Agency Listing Contract, which offers cooperation and compensation to the other Participants of the Multiple Listing Service, shall be delivered to the Multiple Listing Service within 10 days after all necessary signatures of seller(s) have been obtained:

- (a) Single family homes for sale or exchange.
- (b) Vacant lots and acreage for sale or exchange.
- (c) Multi-family residential buildings for sale or exchange.
- (d) Commercial Industrial property for sale or exchange.

The Multiple Listing Service does 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 the "Property Data Form" is required. However, the Multiple Listing Service, through its legal counsel:

1. May reserve the right to refuse to accept a listing form which fails to adequately protect the interest of the public and the Participants.
2. Assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller).
3. The Multiple Listing Service shall accept exclusive right to sell listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer cooperation and compensation to the other Participants of the Multiple Listing Service acting as subagents, buyer agents or Facilitators/Transaction Brokers.

The listing agreement must include the seller's authorization to submit the agreement to the Multiple Listing Service.

The Service may not accept net listings because they are deemed unethical and illegal in the state of Tennessee. Open listings are not accepted because the inherent nature of an open listing is such as to usually not include the authority to cooperate and compensate other brokers and inherently provides a disincentive for cooperation.

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

The **exclusive agency** listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis. Exclusive agency listings and exclusive right to sell listings with named prospects exempted should be clearly distinguished in the remarks of the Property Data disseminated to all Multiple Listing Service Participants by the designation of "Exempted Prospects" 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. The Exclusive Agency listing shall be clearly distinguished in the listing information disseminated to all Multiple Listing Service Participants.

Section 1.1 LISTINGS SUBJECT TO RULES AND REGULATIONS OF THE SERVICE: Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the Rules and Regulations of the Service upon signature of the seller(s).

Section 1.2 DETAIL ON LISTINGS FILED WITH 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.

Section 1.3 EXEMPTED LISTINGS: If the seller refuses to permit the listing to be disseminated by the Multiple Listing Service, the Participant may then take an "Office Exclusive Listing" and such listing shall be filed with the Multiple Listing 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 Multiple Listing Service.

Section 1.4 CHANGE OF STATUS OF LISTING: Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller and shall be filed with the Multiple Listing Service within 10 days after the change is received by the listing broker.

Section 1.5 WITHDRAWAL OF LISTING PRIOR TO EXPIRATION: 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 the Multiple Listing Service to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller.

Section 1.6 CONTINGENCIES APPLICABLE TO LISTINGS: Any contingency or conditions of any term in the listing shall be specified and noticed to the Participants.

Section 1.7 LISTING PRICE SPECIFIED: The full gross listing price stated in the listing contract will be included in the information published in the Multiple Listing 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. When part of a listed property has been sold, proper notification should be given to the Multiple Listing Service.

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

Section 1.10 EXPIRATION OF LISTINGS: Listings filed with the Multiple Listing 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 Multiple Listing Service 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 or renewals of listings must be signed by the seller(s) and be filed with the Multiple Listing Service.

Section 1.11 TERMINATION DATE ON LISTINGS: Listings filed with the Multiple Listing Service shall bear a definite and final termination date as negotiated between the listing broker and the seller.

Section 1.12 JURISDICTION: Only listings of the designated types of property located within the jurisdiction of the Multiple Listing Service of the Knoxville Area Association of REALTORS® are required to be submitted to the Service. Listings of property located outside the Multiple Listing Service's jurisdiction will be accepted if submitted voluntarily by a Participant, but are not required by the service.

Section 1.13 LISTINGS OF SUSPENDED PARTICIPANT: When a Participant of the Service is suspended from the Multiple Listing Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Multiple Listing Service by the suspended Participant shall, at the Participant's option, be retained in the Multiple Listing Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the suspension became effective. If a participant has been suspended from the Association

or MLS for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the suspended participant's listings in the MLS compilation of current listing information. Prior to any removal of a suspended participant's listings from the MLS, the suspended participant should be advised in writing of the intended removal so that the suspended participant may advise his clients.

Section 1.14 LISTINGS OF EXPELLED PARTICIPANT: When a Participant of the Multiple Listing Service is expelled from the Service for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association Bylaws, Multiple Listing Service Rules and Regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Multiple Listing Service by the expelled Participant shall, at the Participant's option, be retained in the Multiple Listing Service until sold, withdrawn, or expired, and shall not be renewed or extended by the Multiple Listing Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a participant has been expelled from the association or MLS for failure to pay appropriate dues, fees, or charges, an Association MLS is not obligated to provide MLS services, including continued inclusion of the expelled participant's listings in the MLS compilation of current listing information. Prior to any removal of an expelled participant's listings from the MLS, the expelled participant should be advised in writing of the intended removal so that the expelled participant may advise his clients.

Section 1.15 LISTINGS OF RESIGNED PARTICIPANTS: When a Participant resigns from the Multiple Listing Service, the Multiple Listing Service is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the Multiple Listing Service compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Multiple Listing Service, the resigned Participant should be advised in writing of the intended removal so that the resigned Participant may advise his clients.

SECTION TWO SELLING PROCEDURES

Section 2 SHOWINGS AND NEGOTIATIONS: 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:

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

Section 2.1 PRESENTATION OF OFFERS: 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 AND COUNTER OFFERS: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer.

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

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

Section 2.4 RIGHT OF LISTING BROKER IN PRESENTATION OF COUNTEROFFER: The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He

does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee. 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.

Section 2.5 STATUS CHANGES, INCLUDING FINAL CLOSING OF SALES: Sales shall be reported to the Multiple Listing Service by the listing broker within 72 hours after they have occurred. If negotiations were carried on under Section 2 (a) or (b) hereof, the cooperating broker shall report the accepted offer to the listing broker within 72 hours after occurrence and the listing broker shall report them to the MLS within 72 hours after receiving notice from the cooperating broker.

Section 2.6 REPORTING RESOLUTIONS OF CONTINGENCIES: The listing broker shall report to the Multiple Listing Service within 10 days that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement canceled.

Section 2.7 ADVERTISING OF LISTING FILED WITH THE SERVICE: 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: The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale and the listing shall be reinstated immediately.

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

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

SECTION THREE REFUSAL TO SELL

Section 3. REFUSAL TO SELL: 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 Multiple Listing Service and to all Participants.

SECTION FOUR PROHIBITIONS

Section 4 INFORMATION FOR PARTICIPANTS ONLY: Any listing filed with the Service shall not be available to any broker or firm not a Member of the Multiple Listing Service without the prior consent of the listing broker.

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

Section 4.2 "SOLD" SIGNS: Prior to closing, only the "Sold" sign of the listing broker shall 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 MULTIPLE LISTING SERVICE: Participants shall not solicit a listing on property filed with the Multiple Listing Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

This section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through Multiple Listing Service filing of the date the listing will expire and desire to substitute themselves for the present broker.

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

SECTION FIVE DIVISION OF COMMISSION

Section 5 COMPENSATION SPECIFIED ON EACH LISTING: The listing broker shall specify, on each listing filed with the Multiple Listing Service, the compensation offered to other Multiple Listing Service Participants for their services in the sale of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through Multiple Listing Service would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the Multiple Listing Service of the Knoxville Area Association of REALTORS®, the Participant of the Multiple Listing Service is making blanket unilateral offers of compensation to the other Multiple Listing Service Participants, and shall therefore specify on each listing filed with the Multiple Listing Service, the compensation being offered to the other Multiple Listing Service Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to sell.

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

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

The listing Participant cannot be required to disclose the amount of total negotiated commission in the listing contract, and the Multiple Listing Service cannot publish the total negotiated commission on a listing, which has been submitted, to the Multiple Listing Service by a Participant. The Multiple Listing Service cannot disclose in any way the total commission negotiated between the seller and the listing Participant.

The compensation specified on listings filed with the Multiple Listing Service shall appear in one of two forms. The essential and appropriate requirement by the Multiple Listing Service is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions unless advised otherwise by the listing broker, in writing, in advance. The compensation specified on listings published by the Multiple Listing Service shall be shown in one of the following forms:

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

The Multiple Listing Service will not include offers of cooperation that do not include an offer of compensation expressed as a percentage of the gross selling price or as a definite dollar amount. The Multiple Listing Service will not include general invitations by listing Participants to other Participants to discuss terms and conditions of possible cooperative relationships.

The listing broker may, from time to time, adjust the compensation offered to other Multiple Listing Service Participants for their services with respect to any listing by advance published notice to the Multiple Listing Service so that all Participants will be advised.

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

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

Section 5.0.1: Participants must disclose potential short sales when reasonably known to the listing participants. When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing agreement, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.

Section 5.1 PARTICIPANT AS PRINCIPAL: If a Participant or any licensee (including licensed and certified appraisers) 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: 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 prior to the time an offer to purchase is submitted to the listing broker.

Section 5.3 DUAL OR VARIABLE RATE COMMISSION ARRANGEMENTS: The existence of a dual or variable rate commission arrangement (i.e., one in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker without assistance and a different commission if the sale/lease results through the efforts of a cooperating broker; or one in which the seller/landlord agrees to pay a specified commission if the property is sold /leased by the listing broker either with or without the assistance of a cooperating broker and a different commission if the sale /lease results through the efforts of a seller/landlord) shall be disclosed by the listing broker by

the appropriate code as required by the Multiple Listing Service. The listing broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction, or alternatively in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

SECTION 6 FEES OF THE MULTIPLE LISTING SERVICE

Section 6. FEES AND CHARGES: To defray the costs of the operation of the Multiple Listing Service, a schedule of fees is in effect and is subject to change from time-to-time when deemed appropriate by the Multiple Listing Service Committee.

Section 6.1 RECURRING PARTICIPATION FEE: The annual participation fee of each Participant (the Principle Broker - Designated REALTOR®) shall be the scheduled amount times each sales associate and licensed or certified appraiser who has access to and use of the Multiple Listing Service, whether licensed as a broker or sales associate or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be paid in advance of the scheduled date due. Fees shall be prorated on a monthly basis.

Section 6.2 USE OF THE MULTIPLE LISTING SERVICE: If a licensee brings listings to the Participant or shows/co-shows or sells/co-sells properties published by the Multiple Listing Service, this constitutes use of the Multiple Listing Service.

SECTION SEVEN COMPLIANCE WITH THE RULES

SECTION 7, COMPLIANCE WITH RULES / AUTHORITY TO IMPOSE DISCIPLINE

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

- a. letter of warning
- b. letter of reprimand
- c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- d. appropriate, reasonable fine not to exceed \$15,000
- e. probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- f. suspension of MLS rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- g. 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 COMPLIANCE WITH THE RULES: The following action may be taken for noncompliance with the rules:

- (a) For failure to pay any charges or fees of the Multiple Listing Service within one (1) month of the date due, and provided that at least ten (10) days notice has been given, the Multiple Listing Service shall be suspended until service charges or fees are paid in full.
- (b) For failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply.

Section 7.2- APPLICABILITY OF RULES TO USERS AND/OR SUBSCRIBERS: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the Multiple Listing Service are subject to these rules and regulations and may be disciplined for violations thereof provided that the user or subscriber has signed an agreement acknowledging that access to and use of Multiple Listing Service information is contingent on compliance with the rules and regulations. Further, failure of any user or subscriber to abide by the rules and/or any sanction imposed for violations thereof can subject the Participant to the same or other discipline. This provision does not eliminate the Participant's ultimate responsibility and accountability for all users or subscribers

affiliated with the Participant.

SECTION EIGHT MEETINGS

Section 8 MEETINGS OF THE COMMITTEE: The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairman.

Section 8.1 MEETINGS OF THE PARTICIPANTS: The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.

Section 8.2 CONDUCT OF THE MEETINGS: The Chairman, shall preside at all meetings or, in the Chairman's absence, a temporary Chairman from the membership of the Committee shall be named by the Chairman or, upon his failure to do so, by the Committee.

SECTION NINE ENFORCEMENT OF RULES OR DISPUTES

Section 9 CONSIDERATION OF ALLEGED VIOLATIONS: The Committee shall give consideration to all written complaints having to do with violations of the Rules and Regulations.

Section 9.1 VIOLATIONS OF RULES AND REGULATIONS: If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it may be administratively considered and determined by the Multiple Listing Service Committee, and if a violation is determined, the Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Association in accordance with the Bylaws and Rules and Regulations of the Knoxville Area Association of REALTORS® within twenty (20) days following receipt of the Committee's decision.

Section 9.2 COMPLAINTS OF UNETHICAL CONDUCT: All other complaints of unethical conduct shall be referred by the Committee to the Professional Standards Secretary of the Association for appropriate action in accordance with the Professional Standards procedures established in the Association's Bylaws.

SECTION TEN CONFIDENTIALITY OF MULTIPLE LISTING SERVICE INFORMATION

Section 10 CONFIDENTIALITY OF MULTIPLE LISTING SERVICE INFORMATION: Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Multiple Listing Service. Such information contained therein 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: The information published and disseminated by the Multiple Listing Service is communicated verbatim, without change by the Multiple Listing Service, as filed with the Multiple Listing Service by the Participant. The Multiple Listing Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Multiple Listing Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

SECTION ELEVEN OWNERSHIP OF COMPILATIONS AND COPYRIGHTS

Section 11 By the act of submitting of any property listing content to the Multiple Listing Service of the Knoxville Area Association of REALTORS® the Participant represents that he has been authorized to grant and also thereby does grant authority for the Association 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.

Section 11.1 All rights, title and interest in each copy of every Multiple Listing compilation created and copyrighted by the Multiple Listing Service of the Knoxville Area Association of REALTORS®, and in the copyrights therein, shall at all times remain vested in the Multiple Listing Service of the Knoxville Area Association of REALTORS®.

Section 11.2 Each Participant shall be entitled to lease from Multiple Listing Service a number of copies of each Compilation sufficient in number to provide the Participant and each person affiliated as a licensee with such Participant with one copy of such Compilation. The Participant shall pay, for each such copy, the rental fee set by the Multiple Listing Service. The Participants shall acquire by such lease only the right to use the Compilations in accordance with these rules.

The term Multiple Listing Service Compilation, as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including, but not limited to, bound book, computer data base, or any other format whatever.

SECTION TWELVE USE OF COPYRIGHTED COMPILATIONS

Section 12 DISTRIBUTION: Participants shall at all times maintain control over and responsibility for each copy of any Multiple Listing Service Compilation leased to them by Multiple Listing Service of the Knoxville Area Association of REALTORS® and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees or 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 document of the Multiple Listing Service. Use of information developed by or published by the Multiple Listing Service is strictly limited to the activities authorized under a participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed or published by an association Multiple Listing Service where access to such information is prohibited by law.

Section 12.1 DISPLAY: Participants and those persons affiliated as licensees with such Participants shall be permitted to display the Multiple Listing 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 Multiple Listing Service Compilation.

Section 12.2 REPRODUCTION: Participants or their affiliated licensees shall not reproduce any Multiple Listing Service Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the Multiple Listing Service Compilation and distribute to prospective purchasers a reasonable number of single copies of property listing data contained in the Multiple Listing Service Compilation which relate to any properties in which the prospective purchaser are or may, in the judgment of the Participants 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 their 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 Multiple Listing Service 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, comparables, 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 Knoxville Area Association of REALTORS® owned Multiple Listing 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 Multiple Listing Service 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 purchasers' 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 Multiple Listing 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.

SECTION THIRTEEN USE OF MULTIPLE LISTING SERVICE INFORMATION

Section 13 LIMITATIONS ON USE OF MULTIPLE LISTING SERVICE INFORMATION: Use of information from the Multiple Listing Service's compilation of current listing information, from the Association's statistical reports, or from any sold or comparable of the Association or MLS for public mass media advertising by Multiple Listing Service Participants or in other public representations is not prohibited. However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Multiple Listing Service must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

"Based on information from the Multiple Listing Service of the Knoxville Area Association of REALTORS® for the period (date) through (date)".

SECTION FOURTEEN CHANGES IN RULES AND REGULATIONS

Section 14. CHANGES IN RULES AND REGULATIONS MANDATED BY NAR POLICY: Mandatory changes to the rules and regulations of the Multiple Listing Service for compliance with the Multiple Listing Policy of the National Association of REALTORS® may be amended by the Multiple Listing Service Committee and does not require a vote of the Participants. All the foregoing is subject to ratification by the Board of Directors of the Knoxville Area Association of REALTORS®.

Section 14.1 CHANGES IN RULES AND REGULATIONS NOT MANDATED BY NAR POLICY: The Rules and Regulations of the Multiple Listing Service may be amended or changed or additions made thereto at any meeting or at any special meeting of the Multiple Listing Service Participants called theretofore. The Participants must be notified in writing as to the proposed amendment, change or addition, at least one (1) week prior to said meeting. Before a vote on such amendment, change or addition, to be successful, must be approved by a majority of those present for the vote. No amendment, change or addition shall be valid which violates the By-Laws of the Knoxville Area Association of REALTORS®.

SECTION FIFTEEN ARBITRATION OF DISPUTES

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

- (a) 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®.
- b) 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 Tennessee 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 SIXTEEN STANDARDS OF CONDUCT FOR MULTIPLE LISTING SERVICE PARTICIPANTS:

Section 16 Standards of Conduct for Multiple Listing Service Participants:

Section 16.1 Multiple Listing Service Participants shall not engage in any practice or take any action inconsistent with exclusive representation or exclusive brokerage relationship agreements recognized by law that other Multiple Listing Service Participants have with clients.

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

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

Section 16.4 Multiple Listing Service Participants shall not solicit a listing, currently listed exclusively with another broker. However, if the listing broker, when asked by the Multiple Listing Service 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 Multiple Listing Service Participant may contact the owner to secure such information and may discuss the terms upon which the Multiple Listing Service Participant might take a future listing or, alternatively, may take a listing to become effective upon expiration of any existing exclusive listing.

Section 16.5 Multiple Listing Service Participants shall not solicit buyer/tenant agreements from buyers/tenants who are subject to exclusive buyer/tenant agreements. However, if asked by an Multiple Listing Service Participant, the broker refuses to disclose the expiration date of the exclusive buyer/tenant agreement, the Multiple Listing Service Participant may contact the buyer/tenant to secure such information and may discuss the terms upon which the Multiple Listing Service 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.

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

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

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

Section 16.9 Multiple Listing Service Participants are free to enter into 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.

Section 16.10 When Multiple Listing Service Participants are contacted by the client of another Multiple Listing Service Participant regarding the creation of an exclusive relationship to provide the same type of service, and Multiple Listing Service 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.

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

Section 16.12 Multiple Listing Service 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 Multiple Listing Service Participant. A general telephone canvass, general mailing or distribution addressed to all prospects in a given geographical area or in a given profession, business, club, or organization, or other classification or group is deemed "general" for purposes of this rule.

The following types of solicitations are prohibited:

Telephone or personal solicitations of property owners who have been identified by a real estate sign, multiple listing compilation, or other information service as having exclusively listed their property with another Multiple Listing Service Participant; and Mail or other forms of written solicitations of prospective clients whose properties are exclusively listed with another Multiple Listing Service 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 Multiple Listing Service Participants.

Section 16.13 Multiple Listing Service 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.

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

Section 16.15 On unlisted property, Multiple Listing Service 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.

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

Section 16.16 Multiple Listing Service 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.

Section 16.17 Multiple Listing Service 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 Broker's 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 Multiple Listing Service Participants to whom such offers to provide services may be made.

Section 16.18 Multiple Listing Service Participants, acting as subagents or buyer/tenant representatives or brokers, shall not use the terms of an offer to purchase/lease to attempt to modify the listing broker's offer of compensation to subagents or buyer/tenant representatives or brokers, or make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

Section 16.19 All dealings concerning property exclusively listed or with buyer/tenants who are subject to an exclusive agreement shall be carried on with the client's representative or broker, and not with the client, except with

the consent of the client's representative or broker or except where such dealings are initiated by the client.

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

Section 16.20 Multiple Listing Service Participants, users, and subscribers, prior to or after terminating their relationship with their current firm, 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.

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

Section 16.22 Multiple Listing Service Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

Section 16.23 MLS participants' firm websites shall disclose the firm's name and state(s) of licensure in a reasonable and readily apparent manner. Websites of licensees affiliated with a participant's firm shall disclose the firm's name and the licensee's state(s) of licensure in a reasonable and readily apparent manner.

Section 16.24 MLS participants shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and participants may not:

1. engage in deceptive or unauthorized framing of real estate brokerage websites;
2. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
3. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

SECTION SEVENTEEN ORIENTATION

Section 17 Any applicant for Multiple Listing Service participation and any licensee (including licensed or certified appraisers) affiliated with an Multiple Listing Service Participant who has access to and use of Multiple Listing Service generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the Multiple Listing Service Rules and Regulations and computer training related to Multiple Listing Service information entry and retrieval and the operation of the Multiple Listing Service within 30 days after access has been provided.

SECTION EIGHTEEN RULES FOR INTERNET DATA EXCHANGE (IDX)

Section 18 IDX DEFINED IDX affords Multiple Listing Service Participants the option of authorizing display of their active listings on other Participants' Internet websites.

Section 18.1 AUTHORIZATION Participants consent for display of their active 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 participants listings, that participant may not download or frame the aggregated MLS data of other participants. Even where participants have given a blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller.

Section 18.2 PARTICPATION Participation in IDX is available to all MLS participants who are REALTORS® who are engaged in real estate brokerage and who consent to display of their listings by other participants. This requirement can be met by maintaining an office or Internet presence from which participants are available to represent real estate

sellers or buyers (or both).

Section 18.2.1 Participants must notify the MLS of their intention to establish an IDX site and must make their site directly accessible to the MLS for purposes of monitoring/ensuring compliance with applicable rules and policies.

SECTION 18.2.2 Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent “scraping” or other unauthorized accessing, reproduction, or use of the MLS database.

SECTION 18.2.3 Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to publicly-accessible websites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other websites(s) the listing or property address of consenting sellers.

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

Section 18.2.5 Participants must refresh all MLS downloads and refresh all MLS data at least once every seven (7) days.

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

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

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

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

Section 18.3.2 Participants shall not modify or manipulate information relating to other participants’ listings. (This is not a limitation on site design but refers to changes to actual listing data.) MLS data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized data fields.

Section 18.3.3 All listings displayed pursuant to IDX shall identify the listing firm name and phone number in a readily visible color and typeface not smaller than the median used in the display of listing data.

Section 18.3.4 Non-Principal brokers and sales licensees affiliated with IDX participants may display information available through IDX on their own websites subject to their participant’s consent and control and the requirements of state law and/or regulation.

Section 18.3.5 All listings displayed pursuant to IDX shall show the MLS as the source of the information.

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

Section 18.3.7 The right to display other participants' listings pursuant to IDX shall be limited to a participant's office(s) holding participatory rights in this MLS.

Section 18.3.8 Listings obtained through IDX must be displayed separately from listings obtained from other sources, including information provided by other MLSs. Listings obtained from other sources (e.g., from other MLSs, from non-participating brokers, etc.) must display the source from which each such listing was obtained.

Section 18.3.9 Display of expired, withdrawn, and pending listings is prohibited.

Section 18.3.10 Display of seller's(s) and/or occupant's(s) name(s), phone number(s) and email address(es) is prohibited.

Section 18.3.11 Participants are required to employ appropriate security protection such as firewalls, provided that any security measures required may not be greater than those employed by the MLS.

Section 18.3.12 IDX operators must maintain an audit trail of consumer activity on the IDX site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS Rules related to use by consumers.

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

SECTION 19 VIRTUAL OFFICE WEBSITES (VOWs)

Section 19.1 VOW Defined

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

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

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

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

Section 19.2

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

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

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

Section 19.3

- (a) Before permitting any consumer to search for or retrieve any MLS listing information on his or her VOW, the participant must take each of the following steps.
- i. The participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter, "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - ii. The participant must obtain the name of and a valid 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 user name and a password, the combination of which is different from those of all other Registrants on the VOW. The participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The participant must also assure that any e-mail address is associated with only one user name and password.
- (b) The participant must assure that each Registrant's password expires on a date certain, but may provide for renewal of the password. The participant must at all times maintain a record of the name, e-mail address, user name, 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.
- (c) If the MLS has reason to believe that a participant's VOW has caused or permitted a breach in the security of MLS listing information or a violation of MLS rules, the participant shall, upon request of the MLS, provide the name, 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.
- (d) The participant shall require each Registrant to review and affirmatively to express agreement (by mouse click or otherwise) to a terms of use provision that provides at least the following:
- i. that the Registrant acknowledges entering into a lawful consumer-broker relationship with the participant
 - ii. that all information obtained by the Registrant from the VOW is intended only for the Registrant's personal, non-commercial use
 - iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW
 - iv. that the Registrant will not copy, redistribute, or retransmit any of the information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property
 - v. that the Registrant acknowledges the MLS' ownership of and the validity of the MLS' copyright in the MLS database
- (e) The terms of use agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the participant. Any agreement entered into at any time between the participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the participant must be established separately from the terms of use, must be prominently labeled as such, and may not be accepted solely by mouse click.
- (f) The terms of use agreement shall also expressly authorize the MLS and other MLS participants or their duly authorized representatives to access the VOW for the purposes of verifying compliance with MLS rules and

monitoring display of participants' listings by the VOW. The agreement may also include such other provisions as may be agreed to between the participant and the Registrant.

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

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

Section 19.6

(a) A participant's VOW shall not display 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.

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

Seller Opt-out Form

1. Check one.

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

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

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

Initials of Seller

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

Section 19.7

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

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

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

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

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

Section 19.9 A participant shall cause the MLS listing information available on its VOW to be refreshed at least once every three (3) days.

Section 19.10 Except as provided in these rules, in the NATIONAL ASSOCIATION OF REALTORS[®] VOW policy, or in any other applicable MLS rules or policies, no participant shall distribute, provide, or make accessible any portion of the MLS listing information to any person or entity.

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

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

Section 19.13 A participant who intends to operate a VOW to display MLS listing information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS participants for purposes of verifying compliance with these rules, the VOW policy, and any other applicable MLS rules or policies.

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

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

- a. expired, withdrawn, or pending ("under contract") listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property
- f. sold information

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

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

Section 19.18 A participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm 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 19.19 A participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 100 current listings and not more than 100 sold listings in response to any inquiry.

Section 19.20 A participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

Section 19.21 A participant may display advertising and the identification of other entities ("co-branding") on any VOW the participant operates or that is operated on his or her behalf. However, a participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this section, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information (or that of at least one participant, in the case of a VOW established and operated on behalf of more than one participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

Section 19.22 A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to identify the source of the listing.

Section 19.23 A participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

Section 19.24 Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

Section 19.25 Where a seller affirmatively directs his or her listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within forty-eight (48) hours.

SECTION TWENTY COMMON KEY LOCK BOX SERVICE

Section 20. The Multiple Listing Service offers a Common Key Lock Box Service to the homeowner clients of its Participants for greater accessibility to the listed property by those authorized to use the service. Multiple Listing Service subscribers attach a key lock box on a listed home for sale and the house key inside the box. Qualified Keypad holders use their issued Multiple Listing Service Keypads to open the lock box. The Multiple Listing Service Keypad is a special Keypad, numbered and issued only to Association Members who subscribe to the Multiple Listing Service. Keypad Holders must place deposits on the Keypad and sign agreements as to its use and care. Only authorized subscribers of the Multiple Listing Service are authorized to carry and use Multiple Listing Service Keypads. A security system of the Multiple Listing Service Keypad issuance has been developed to ensure the best possible safeguards. All Keypad Holders pledge to abide by this security system by signing the Master Key Custody Agreement and abiding by the following Common Key Lock Box Rules:

Section 20.1 All appointments for showing or accessing property with a Multiple Listing Service Lock Box must be scheduled through the Listing Broker.

Section 20.2 Keypad Holders using the Multiple Listing Service Keypad must remember to shut all windows, turn off all lights, and lock all doors after showing property.

Section 20.3 Keypad Holders will report to the Listing Broker the results of the showing as soon as possible.

Section 20.4 Keypad Holders will not, under any circumstances, loan the Multiple Listing Service Keypad to any individual not authorized by a Master Key Custody Agreement on file with Knoxville Area Association of REALTORS® Multiple Listing Service to use a Multiple Listing Service Keypad.

Section 20.5 Keypad Holders found guilty of loaning the Multiple Listing Service Keypad to an unauthorized individual will be required to forfeit their right to use the Keypad.

Section 20.6 Keypad Holders with lost or stolen Multiple Listing Service Keypads will immediately notify the Knoxville Area Association of REALTORS®, the police and the broker of the firm of such loss and follow the instructions in the Master Key Custody Agreement.

Section 20.7 Keypad Holders with any change in status (release, transfer, suspension or revocation) will immediately return the Multiple Listing Service Keypad to the proper authorities.

Section 20.8 Listing Brokers will notify the seller, at the time of listing, of the Multiple Listing Service Lock Box System. The seller will be asked for permission to use the Multiple Listing Service Lock Box.

Section 20.9 Showing and Accessing Keypad Holders will not leave business cards or other company literature on the premises unless requested by the Listing Company.