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RULES & REGULATIONS
OF THE CENTRALIZED REAL ESTATE INFORMATION SERVICES, INC.

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RULES AND REGULATIONS

CENTRALIZED REAL ESTATE INFORMATION SERVICES, INC.

Section 1. Definitions.

As used in these Rules and Regulations, the following terms shall have the indicated meanings:

(a) **EXCLUSIVE RIGHT TO SELL LISTING.** Exclusive Right to sell or lease listing agreement means an agency agreement between a seller and broker that meets the requirements set forth in continuing law for written agency agreements that also does both of the following:

(i) Grants the broker the exclusive right to represent the seller in the sale or lease of the seller's property;

(ii) Provides the broker will be compensated if the broker, the seller, or any other person or entity produces a purchaser or tenant in accordance with the terms specified in the listing agreement or if the property is sold or leased during the term of the listing agreement to anyone other than to specifically exempted persons or entities. (Adopted: October, 2006)

(b) **EXCLUSIVE AGENCY LISTING .** Exclusive Agency agreement means an agency agreement between a seller and broker that meets the requirements specified in continuing law for written agency agreements that also does both of the following:

(i) Grants the broker the exclusive right to represent the seller in the sale or lease of the seller's property;

(ii) Provides the broker will be compensated if the broker or any other person or entity produces a purchaser or tenant in accordance with the terms specified in the listing agreement or if the property is sold or leased during the term of the listing agreement, unless the property is sold or leased solely through the efforts of the seller or to the specifically exempted persons or entities. (Adopted: October 2006)

(c) **OPEN LISTING.** A contractual agreement under which the listing Broker becomes the Agent of the Seller(s) and the Seller(s) agrees to pay a commission to the listing Broker only if the property is sold through the efforts of the listing Broker. **Open listings will not be accepted by CRIS.**

(d) **PROFILE (LISTING INPUT) SHEET.** The standard property data form prescribed by CRIS to be fully completed by the listing Broker giving all pertinent information on the subject property and used to encode the information into the CRIS computer system.

(e) **EXCLUSION.** An individual or a group of individuals specifically named in the 'Listing Agreement' to whom the Seller reserves the right to sell without payment of a commission.

(f) OFFER. The written offer to purchase signed by the prospective Buyer which, if executed by the Owner, will constitute a contract of sale.

(g) CRIS TERRITORIAL JURISDICTION. The area shall be coextensive with the territorial jurisdiction of all of the Shareholder Boards/Associations.

(h) PARTICIPANT: BROKER IS THE PARTICIPANT. Agents licensed with Participant shall be referred to as users. There shall be two classes of Participants: REALTOR® Participants and Non-REALTOR® Participants. "Participant" as used in these Rules & Regulations shall refer to both classes of Participants unless otherwise designated.

(1) PARTICIPATION. Any REALTOR® member of the Investor Board or any other REALTOR® Board/Association, who is a principal, partner, corporate officer, or branch manager acting on behalf of the principal, without further qualification, shall be eligible to participate in (MLS) Multiple Listing Service upon agreeing in writing to conform to the Bylaws and the Rules and Regulations thereof and to pay the costs incidental thereto. Only REALTOR® Participants and REALTORS® affiliated with REALTOR® Participants, who are members of one or more Investor Boards, (including secondary membership), may vote and hold office in the Corporation.

(2) NON-REALTOR® PARTICIPANT. A Non-REALTOR® Participant who is principal, partner, corporate officer, or branch manager acting on behalf of the principal, shall be eligible to participate in the Service upon agreeing in writing to conform to the Bylaws and the Rules and Regulations thereof and to pay the costs incidental thereto, which costs need not be the same as costs charged to REALTOR® Participants. Non-REALTOR® Participants must supply evidence satisfactory to the Membership Committee that they have no record of official, unsatisfied sanctions involving unprofessional conduct as a previous member of a REALTOR® Board/Association. Non-REALTOR® Participants and those affiliated with Non-REALTOR® Participants shall not be eligible to vote or hold office in the Corporation.

(3) Under no circumstances is any individual or firm, regardless of membership class (see subscriptions (1) and (2) above), be entitled to MLS "Membership" or "Participation" unless they hold a current, valid real estate Broker's license and are capable of offering and accepting cooperation and compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.

(4) Use of information developed by or published by the Service is strictly limited to the activities authorized in 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 the Service where access to such information is prohibited by law.

(5) Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors and made available to any individual qualified for participation under Section 1 (h 1) or Section 1 (h 2), above. The application form shall contain a signed statement of the applicant agreeing to abide by these Bylaws and other Rules, Regulations and policies of CRIS from

time to time adopted or amended.

Participants may discontinue participation in CRIS by giving the Corporation thirty days advance written notice and may reapply to CRIS at any time by making formal application in the manner prescribed for new applicants for participation provided all past dues and fees are fully paid.

(i) **MLS** - A Multiple Listing Service is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants and/or Reciprocal Participants of other MLS's (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property as referred to in Section 2.1; by which Participants engaging in real estate appraisal contribute to common databases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public.

The service is also a source of statistical and historical record of property use for its Members.

(j) **NON-REALTOR® MEMBER**. An individual, partnership, or corporation licensed by the state in which he/she is operating real estate services, but who is not a REALTOR.

(k) **CONTINGENT DEFINITION**. A contract which contains a 'contingency' clause that allows the Seller to continue to market, but requires notice to the Buyer before the Seller may void the agreement and enter into another agreement for the sale of the same property. The property status shall be changed to 'contingent' in the CRIS MLS, and a description of the 'contingency', (the time required for notification and rescission or removal) must be included in the general and agent remarks section of the listing. Refer to Section (l) regarding pendings and contingencies.

(l) **PENDING DEFINITION**. Any listing in CRIS for which an agreement for sale/purchase has been signed by all parties and does not allow the Seller to enter into another agreement for the sale/purchase of the same property in a first position. The property shall be changed in the CRIS MLS to reflect its pending status. If the seller requests, in writing, that the listing agent continue to market the property in pursuit of potential "back-up" or "secondary" offers to purchase, said listing may then be placed in the 'contingency' status with a description, clearly indicated in the general and agent remarks section that the 'contingency status' is for backup or secondary offers only.

(m) **48 HOURS**. Shall mean 48 hours not including Saturdays, Sundays, and legal holidays.

(n) **BRANDING/SCRAPING**

Branded Website refers to the use of marks, logos, icons, content and any other marking on the IDXP website, listing, or any web page, including splash pages of search engines in such a way as to display with utmost certainty the true ownership of the website and listing by IDXP. Websites and/or web pages on which listings shall be displayed and/or any search relating to listings is conducted shall be branded by IDXP in such a way so that the website clearly identifies IDXP as the owner of

the listing. The website on which listings are displayed shall not be owned, operated, or used (i) for the benefit of anyone other than the IDXP and (ii) in any way that is inconsistent with CRIS IDX rules and regulations.

(o) DISCLAIMER OF IDX INTERNET DATA EXCHANGE

Any participating Participant's website must have some form of disclaimer on it's home page and any subsequent page displaying the IDXP's listing information indicating that these properties marketed through a required icon, link, etc., are properties of IDXP, and are provided by CRIS Internet Data Exchange database.

(p) FEES FOR INTERNET DATA EXCHANGE PARTICIPATION

No fee will be charged to implement "IDX" (Internet Data Exchange) at this time. CRIS reserves the right to change the fee structure at such a time they deem it necessary.

(q) INTERNET DATA EXCHANGE DATABASE

Internet Data Exchange database is the current aggregate compilation of all active exclusive right to sell and exclusive agency listings of all "Internet Data Exchange Participants" (IDXP) except those listings where the property Seller has opted out of the CRIS publication by so indicating on the listing contract.

(r) INTERNET DATA EXCHANGE PARTICIPANT (IDXP)

This is a system that will allow participating Brokers to get exposure of their own listings more effectively through cooperating with other participating Brokers through the use of the Internet. This permission is limited to the access and use of the listing only on IDXP's Branded Website, which is owned, operated and controlled by IDXP and such listings shall not be stored or linked with any server or third party web site and/or shared or provided to any third party for any purpose other than for IDXP's own private utilization and for purposes of website hosting services provided by any third party. Any other relationship with a third party outside of this permission or linking, sharing, access and/or use of the listings outside the scope set forth in this section, may result in termination of IDX data access.

NOTE: All of CRIS Participants will participate in the Internet Data Exchange (IDX) program unless the Participant completes an "Opt Out" Elective Form and it is placed on file with CRIS.

(s) INTERNET DATA EXCHANGE (IDX)

Internet Data Exchange is a means of sharing participating IDXP's listing information by displaying other IDXP's listings on their own websites. Participating IDXP's may participate in IDX without actually having their own website.

(t) INTERNET DATA EXCHANGE PARTICIPANT LISTING INFORMATION

Under no circumstances will the IDXP modify, manipulate or deface any, all, or part thereof, of the actual listing information of a IDXP's data hosted on an IDXP's website.

(u) INTERNET DATA EXCHANGE PARTICIPATION PRE-REQUISITE REQUIREMENT

Any Broker may participate in IDX as long as he/she has an active real estate Brokerage license and is actively engaged in providing services to Buyers or Sellers in real estate transactions.

(v) PROHIBITED THIRD PARTY SCRAPING OF INTERNET DATA EXCHANGE LISTING INFORMATION

Any Participant displaying the shared database or any portion thereof shall make reasonable efforts to avoid "scraping" of the data by third parties or displaying of that data on any other website.

NOTE: These definitions are provided to facilitate categorization of listings in the Service's compilations. In any area of conflict or inconsistency, state law or regulation takes precedence. These definitions are premised on the existence of agency relationships between Seller(s) and Lessor(s) and listing Brokers. However, if state law permits Brokers to list property, on either an exclusive or open basis, without establishing an agency relationship, those listings may not be excluded from the Service's compilations on the basis that the listing Broker is not the Seller's Agent. Submission of such listings must be accompanied by the listing Broker's disclosure that the listing broker is not the Agent of the Seller(s) or Lessor(s) and such status shall be communicated to the other Participants as part of the property data information.

(w) MLS DATA. Shall be defined as either Exclusive Right to Sell or Exclusive Agency Listings entered into the MLS by participating brokers of the CRIS MLS.

Section 2. Listing Procedures.

NOTE: The 'Exclusive Right to Sell' listing is the conventional form of listing, electronically submitted to CRIS 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 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 by appropriate language in the other remarks section 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 prospect 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 exclusions.

Net and open listings shall not be accepted by CRIS.

2.1 Listings Required: Listings of real or personal property of the following types, which are listed subject to a real estate Brokers license, located within the territorial jurisdiction of CRIS which are taken by Participants on an 'Exclusive Right to Sell' Agreement or an 'Exclusive Agency' Agreement shall be filed with CRIS by entering the information into the CRIS computer system within forty-eight (48) hours (Saturdays, Sundays and legal holidays excluded) after all necessary signatures of Seller(s) have been obtained, unless restricted in writing by the owner. The effective date shall be the starting date of the term of the agreement or, if none, the last Seller's signature date on the agreement.

(a) Single-family homes and condominium units for sale or exchange.

(b) Four or less Residential vacant lots for sale or exchange. (Multiple lots in the same subdivision may be contained in one listing if that listing is representative of others).

(c) All multifamily buildings for sale or exchange up to and including four units.

(d) All Farms/Agricultural property for sale or exchange.

2.2 Optional Listings: Listings of mobile homes not permanently attached, commercial properties, multifamily over four units, business opportunities, vacant land consisting of five or more lots, residential properties located outside the CRIS jurisdiction area which are taken by Participants on an 'Exclusive Right to Sell' Agreement, or an 'Exclusive Agency' Agreement may be filed with CRIS at the option of the Participant.

2.3 Jurisdiction: Only listings of the designated types of property located within the jurisdiction of the MLS are required to be submitted to CRIS. Listings of properties located outside CRIS MLS jurisdiction will be accepted if submitted voluntarily by a Participant, but cannot be required by CRIS.

2.4 Participant's listings: Listings filed with CRIS shall include the name of the Participant (listing Broker) submitting the listing and may include the name of the listing agent affiliated with the Participant. The Participant shall be responsible for the payment of all charges to CRIS.

2.5 Detail on listings: All agreements electronically filed with CRIS shall be subject to regular random audit by CRIS and contain the following:

(a) The statement "This listing may be entered in the Centralized Real Estate Information Service, Inc. by (name of listing Broker), subject to the Rules and Regulations of CRIS."

(b) A listing (effective) date, a definite and final termination or expiration date and the highest gross listing price stated in the 'Listing Contract'.

(c) CRIS Participants are encouraged, but not required, to include the following statement in their 'Listing Agreement': "This listing may be transmitted in part or in full to REALTOR.com™, other electronic networks or Internet (World Wide Web) as deemed appropriate by the CRIS

Participant and the property owner (seller)."

(d) The tax amount shown on listings must be the amount of half-year taxes shown on the latest available tax duplicate, plus homestead exemption. Any assessments must be reflected in the listing information.

(e) All listings contracts must include language to the effect that Broker is authorized to enter property in any (1) or more MLS to market the property in publications & websites of Broker's choice.

(f) Language recommended to be added to CRIS Participant's 'Listing Contracts' It is understood that the CRIS MLS exists to benefit its members. Seller authorizes and directs Broker to advertise the listing, to list the property in the MLS subject to the Rules and Regulations of the MLS, to provide timely notice of status changes of the listing to the MLS, and to provide sales information including selling price to the MLS upon sale of the property. Broker is further authorized to place information about the Real Estate in any other informational service medium to advertise and promote the sale of the Real Estate. Seller gives consent to CRIS Brokers to include information regarding the Real Estate in their advertising according to State of Ohio regulations and CRIS MLS rules through internet web sites. The history of listings via the informational service medium currently in use is available to others. Neither CRIS nor the Broker has responsibility or liability for the dissemination of such information. Seller warrants this 'Listing Contract' and associated worksheets, to the best of Seller's knowledge, to be correct and accurate. As a result, by agreeing to list within the CRIS MLS, you grant permission to CRIS and Broker to use this information as they deem appropriate in their sole discretion.

2.6 Exempted Listings: If the Seller refuses to permit the listing to be disseminated by the service, the Participant may then take the listing ("office exclusive") and such listing shall not be disseminated to the Participants. Certification signed by the Seller that he does not desire the listing to be disseminated by CRIS must be submitted to the CRIS office within 48 hours along with a copy of the 'Listing Agreement'. CRIS shall confirm to inquiring Broker's that said certification has been filed.

2.7 Changes to Listing: Any changes in listing price, commission arrangements and/or dates in the original 'Listing Agreement', shall be made only when authorized in writing by the Seller and shall be entered into CRIS system within forty-eight (48) hours (Saturdays, Sundays and legal holidays excluded) after the authorized change is received by the listing Broker. All changes will be made available to CRIS upon request.

(a) All status changes including solds, contingencies, pendings, withdrawals, temporarily off the market, etc. must also be entered within forty-eight (48) hours of the change in condition.

(b) Written offers that have been tentatively accepted on a listed property in the MLS by receiving an email notification of acceptance must be placed in a contingent status until all paperwork has been received. Listings cannot remain in active status. Upon receipt of this signed paperwork, listings should then be converted to a pending status.

(c) Email notification sent from the seller(s) or lessor(s) e-mail address requesting the listing brokerage firm to change terms of the originating agreement (excluding releases and/or withdrawal) can be used as proper authorization only if the seller(s) or lessor(s) name is fully disclosed within the body of the email and the requested change is clearly outlined within the body of the email notification.

Email notifications must be maintained within the brokerage firm as proper authorization to make the requested change. Copies of the email notification for such changes must be sent to the Service within 48 hours, or 2 days (except Saturdays, Sundays, and postal holidays) upon request of CRIS staff.

Please be aware that regular written authorization (seller's signature on Status Change form) is still a considered acceptance authorization as well.

(d) Listings that appear in Contingent or Pending status in the system may be moved back to an Active status when purchase agreement becomes null and void, but prior to an executed release, after receipt by CRIS of written notification from CRIS participant that they will not hold CRIS responsible for any liability claims that could result from changing the status of the listing in the system without obtaining releases from both the seller and potential buyer.

2.8 Contingent Listings: A listing that has a contract which contains a 'contingency' clause that allows the Seller to continue to market, but requires notice to the Buyer before the Seller may void the agreement and enter into another agreement for the sale of the same property. The property status shall be changed to contingent in the CRIS MLS, and a description of the contingency, (the time required for notification and decision or removal) must be included in the general and agent remarks section of the listing.

2.9 Pending Listing: Any listing in CRIS which an agreement for sale/purchase has been signed by all parties and does not allow the Seller to enter into another agreement for the sale/purchase of the same property in a first position. The property shall be changed in the CRIS MLS to reflect its pending status. If the Seller requests, in writing that the listing Agent continue to market the property in pursuit of potential "back-up" or "secondary" offers to purchase, said listing may then be placed in the 'contingency' status with a description clearly indicated in the general and agent remarks section that the 'contingency' status is for back-up or secondary offers only.

2.10 Temporarily off the Market: Listings which cannot be shown until a future date must be entered within 48 hours of their listing date as "active" status, and the "general remarks" disclosing the date on which the property can be shown. Listings which are temporarily taken off the market (i.e. death in the family) shall remain as "active" status and the "general remarks" shall disclose the date on which the property can again be shown.

2.11 Withdrawal of Listing: Listings of property may be withdrawn from CRIS by the listing Broker before the expiration date of the 'Listing Agreement' provided notice is entered with CRIS. When a listing is withdrawn it is canceled with CRIS, a copy of the agreement or notice between the

Seller and the listing Broker which authorizes or notifies the parties of the withdrawal shall be retained by the listing Broker. Said agreement or notice shall indicate if withdrawal is with or without release. This agreement or notice shall be made available to CRIS. To be reactivated, an extension must be obtained within 10 days after the withdrawal or a new listing must be secured in order to be filed with CRIS and said listing must then be processed as a new listing.

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

2.12 Cancellation of Listing: Listings of property may be canceled from CRIS by the listing Broker before the expiration date of the 'Listing Agreement'. A copy of the agreement between the Seller and the listing Broker which authorizes the withdrawal shall be retained by the listing Broker.

2.13 Contingencies Applicable: Any contingency or special condition in the listing shall be noted in the general and agent remarks listing information disseminated to Participants.

2.14 Expiration: Any listing filed with CRIS automatically expires on the date specified in the Exclusive Agreement unless renewed or extended by the listing Broker prior to expiration. If renewal or extension is obtained 10 days after the expiration date of the original listing, then a new listing must be secured for the listing to be filed with CRIS, and it must then be processed as a new listing.

2.15 Sold Listings: All properties which are to be sold or which may be sold separately, or as a package, must be filed individually and clearly identified in remarks as such.

(a) When part of a listed property has been sold, proper notification of the sale shall be given to CRIS and the remainder of the property should be re-filed.

(b) If a listing is sold after it expires, it shall be brought back on the market and converted to a sold.

(c) When the option period on a lease-option contract is less than six months, the listing shall be transferred to Sale Pending Status with the expiration date extended, if necessary, to cover the period. Should the duration of the option be more than six months, the listing shall be withdrawn and when the option is exercised, the office shall re-enter the property in the computer system.

2.16 Retention of agreements: Copies of all agreements for properties filed with CRIS shall be kept by the participating Broker and made available to CRIS on request.

2.17 No Control of Commission Rates or Fees Charged by Participants: The MLS shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the MLS shall not fix, control, recommend, suggest, or maintain the division of commission or fees between cooperating Participants or between Participants and Non-Participants.

2.18 Listings of Suspended Participants: When a Participant of the Service is suspended from the MLS for failing to abide by a membership duty (i.e. violation of the Code of Ethics, Board Bylaws, 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 suspended 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 suspension became effective. If a Participant has been suspended from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board 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.

2.19 Listings of Expelled Participants: When a Participant of the Service is expelled from the MLS for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Board Bylaws, 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 shall, at the expelled 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 becomes effective. If a Participant has been expelled from the Board (except where MLS participation without Board membership is permitted by law) or MLS (or both) for failure to pay appropriate dues, fees or charges, a Board 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.

2.20 Listings of Resigned Participants: 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.

Section 3. Computer.

3.1 CRIS shall have a computer service available for the Participant's use in listing, selling and other MLS activities. The computer message function shall be the official means of communication by CRIS to Participants. The message function may be used to transmit warning notices and similar communications.

It is the responsibility of each Participant to provide the equipment necessary to access CRIS. Local CRIS Boards will be permitted to provide computer services for its members if so desired for a fee to be determined by that Board.

3.2 All listings are required to be entered into the MLS's computer within forty-eight (48) hours (Saturdays, Sundays and legal holidays excluded) after the exclusive 'Listing Agreement' becomes effective, including listings sold within the forty-eight (48) hours.

3.3 Listings entered into the computer system must be complete in every detail which is ascertainable as specified on the Profile Sheet and made available to CRIS upon request. All listings entered into CRIS must have a dot on the system map present where the listing is located or it will be viewed as incomplete. It is the responsibility of each Participant to install and maintain appropriate mapping for data input.

(a) All listings must have an ground view exterior photo submitted in the MLS as the primary photo within 48 hours. These photos to include the following property types: Residential, Condominium, and Multi-Family, with the exception of Vacant Land, Commercial and Agriculture listings.

(b) Directions field must contain nearest cross street or directions that any reasonable, prudent person can use to locate the property. If directions are to a model home or sales office, the Participant must specify this information in the directions field.

(c) If the Seller requests their address not be made available to the public on IDX/Realtor.com websites, the request must be submitted to the Broker in writing and made available to CRIS upon request. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

3.4 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 entered into the computer within forty-eight (48) hours (Saturdays, Sundays and legal holidays excluded) after the authorized change is received by the listing Broker. Copies of authorizations for price change or extensions of the listing shall be retained by Participant and made available to CRIS upon request.

(a) All status changes including solds, satisfactions of contingencies, etc. must also be reported within forty-eight (48) hours of the change in condition and made available to CRIS upon request.

3.5 Property types: All listings must be entered in the appropriate property type classification and geographic area designated for that purpose.

(a) Free-standing condominiums on a common lot must be entered in the Condominium category and may also be entered in the Single Family Residential category provided the remarks state "free-standing detached single-unit condo." Under this policy, free-standing units are defined as detached units which have no common wall and whose walls are not connected at any point with another unit.

3.6 Computer Function Usage: The use of the computer and the input and retrieval of information shall be in accordance with the Rules and Regulations, operating policies and procedures

and the computer instructions published on the profile sheet and in the MLS Computer System Users Manual.

(a) Participant shall be required to maintain on file with the MLS a current, accurate and active email address at which they may be contacted. Unless for personal matters, the CRIS email Function is for messages to and from CRIS, Agents and/or offices which concern MLS matters or communication on specific transactions. New listings, status changes, extensions and price changes, which already appear on the market update, are not proper material for Mail Messages. Scraping or selling of email addresses for purposes other than those listed herein shall be considered an abuse of the email function and subject to a fine.

(b) The Open House Function shall be used for announcements regarding open houses and tours (Broker, public, and company).

(c) Membership, and shareholder REALTOR® Boards or CRIS meeting notices shall appear on the message function.

(d) Bonuses offered to other Brokers are to be designated in the compensation fields of the listing.

Section 4. Selling Procedures.

4.1 Showing and Negotiation: Appointments for showing and negotiations with the Seller for the purchase of listed property filed with the MLS shall be conducted through the listing Broker unless the listing Broker gives the cooperating Broker specific authority to show and/or negotiate directly.

4.2 Showings and Information: The listing company must make necessary showing appointments and give requested information to other members.

4.3 Presentation of Offers: The listing Broker must make arrangements to present all offers as soon as possible, or give the cooperating Brokers (subagents or buyer agents) a satisfactory reason for not doing so.

4.4 Submission of Written Offers: The listing Broker shall submit to the Seller all written offers until closing (title transfer) 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 the existing contract, the listing Broker shall recommend that the Seller obtain the advise of legal counsel prior to acceptance of the subsequent offer.

4.5 Right of the Cooperating Broker in Presentation of Offers: 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.

4.6 Right of Listing Broker in Presentation of Counter-Offers: 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 (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 instruction.

4.7 Reporting Sales to CRIS: Sales shall be reported within forty-eight (48) hours (Saturday, Sunday and legal holidays excluded) to the MLS by the listing Broker unless the negotiations were carried on under Section 4.1 hereof in which case the cooperating Broker shall report, sending a copy to the listing Broker within 24 hours after acceptance.

(a) When reporting land contract sales or lease purchase agreements as comparable sales, the date of occupancy or possession shall be used as the transfer date and the remarks shall indicate when title is to be transferred.

NOTE: The 'Listing Agreement' of a property entered with CRIS by the listing Broker should include a provision expressly granting the listing Broker authority to enter the listing with CRIS; to provide timely notice of status changes of the listing to CRIS; and to provide sales information including selling price to CRIS upon sale of the property.

(b) Reporting Resolutions of Contingencies: The listing Broker shall report to the MLS within 48 hours, (except Saturdays, Sundays and postal holidays) that a contingency on file with CRIS has been fulfilled or renewed, or the agreement canceled.

(c) Any listing entered for comparable purpose in the MLS must have written authorization from the seller and a copy filed with CRIS and input within 48 hours of the sale date of a "For Sale By Owner" and Non-Member comparables or 30 days after the sale date for "New Construction" comparables. The agent remarks must also identify the listing source as either a comparable entered as a For Sale By Owner, Non-member or a builder/developer, whichever is applicable. In addition, within agent remarks, it must also state that this listing is being entered for comparable purposes only.

4.8 Advertising of Listing filed with CRIS: A listing shall not be advertised by any Participant, other than the listing Broker, without prior consent of the listing Broker.

4.9 Reporting Cancellation of Pending Sale: The listing Broker shall report immediately to CRIS the cancellation of any pending sale and the listing shall be reinstated immediately.

Section 5. Prohibitions

5.1 Information for Participants Only: Any listing filed with the Service shall not be made available to any Broker or firm not a member of the MLS without prior consent of the listing Broker.

5.2 "For Sale" and "Sold" Signs: Only the "For Sale" signs, and the "Sold" signs, of the listing broker may be placed on a property except as provided for in the Code of Ethics. i.e.: in the case of sold signs prior to closing.

5.3 Solicitation of Listing Filed with CRIS: Participants shall not solicit a listing on property filed with CRIS unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice.

5.4 Use of the " General Remarks": General remarks and all virtual media (including but not limited to virtual tours, audio tours, and photo pages and comparable sales submitted to the MLS) shall be used to provide descriptive information not otherwise available on the profile sheet. All information relating to the property for sale shall be "unbranded" and shall not be used for contact information, bonus information, special conditions, or information regarding the access to the property can be referenced. The use of words on photos submitted to CRIS is strictly prohibited. Under no circumstances shall logos, slogans, private access codes, or private showing information be allowed in General Remarks. The use of people or persons on any property photograph submitted to CRIS is strictly prohibited. Use of specific company names is permitted if it is for the purpose of showing factual information (i.e. builder names, countertops, cabinets, etc...) In no case can any special programs that are not applicable to both membership and buyers be entered in the remarks.

(a) NORMLS watermarked photos are not allowed in CRIS MLS due to copyrighting infringements.

(b) The use of the words "seller" and "acceptable" are not allowed in the remarks section of the MLS.

5.5 Use of the "Agent Remarks": Other remarks shall be used for listings and comparable sales submitted to MLS to disseminate all other types of information not allowed within the "General Remarks" section with MLS. Use of bonus information, private showing information, and contingencies are permitted in Agent Remarks. Use of non-descriptive company names is permitted in Agent Remarks as well (i.e. Title companies, vendors, mortgage lenders, etc...) The use of words on photos submitted to CRIS is strictly prohibited. In no case can any special programs that are not applicable to both membership and buyers be entered in the remarks. The use of people or persons on any property photograph submitted to CRIS is strictly prohibited.

(a) It must be disclosed in the Agent remarks if the listing is subject to short sale approval. If applicable, the following language should be disclosed in the agent remarks: Lenders may reduce commissions in negotiating a short sale.

5.6 Agent photos are limited to members or users of the CRIS MLS.

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

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

5.9 Comparable/Statistical Information: CRIS Shareholder Board Members, and CRIS Affiliate members, who are actively engaged in real estate brokerage, management, appraising, land development, or building, or other companies with affiliated business to Real Estate, but who do not participate in CRIS, are nonetheless entitled to receive, by purchase or lease, all information other than current listing information that is generated wholly or partly by CRIS including "comparable" information "sold" information, and statistical reports. This information is provided for the exclusive use of shareholder Board Members and individuals affiliated with shareholder Board Members who are also engaged in the real estate business and may not be transmitted, re-transmitted or provided in any manner to any unauthorized individual, office or firm except as otherwise provided in these Rules and Regulations.

Section 6. Compensation.

6.1 The rate of compensation charged by the listing Participant shall be a matter of determination by the seller and the listing Participant and is in no way controlled or regulated by the MLS.

6.2 The listing broker shall specify on each listing filed with the MLS the compensation offered to other Participants for their services as subagents or buyer agents in the sale of such listings. Such offers are unconditional except that entitlement to compensation is determined by the cooperating Broker's performance as the procuring cause of sale (or lease). The selling Broker's obligation to compensate any cooperating Broker as the procuring cause of 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 MLS 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'. For example, 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? How promptly had the listing Broker communicated to cooperating Brokers that the commission established in the 'Listing Agreement' might not be paid? 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 non-agency capacities defined by law) which may be the same or different.

Note 1: In filing a property with the MLS of a Board of REALTORS®, the Participant of the Service is making blanket unilateral offers of compensation to the other MLS Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other MLS 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.* (Amended 11/96)

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 non-agency capacities defined by law) which may be the same or different. (Amended 11/96)

This shall not preclude the listing Broker from offering any MLS Participant compensation other than the compensation indicated on any listing published by the MLS, 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 Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount. (Amended 11/95)

The Board MLS shall not have a rule requiring the listing Broker to disclose the amount of total negotiated commission in his listing contract, and the Board MLS shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Board MLS shall not disclose in any way the total commission negotiated between the Seller and the listing Broker.

(a) The compensation to subagents shall be shown as a percentage of the gross selling price or a definite dollar amount.

(b) The compensation to buyer agents shall be shown as a percentage of the gross selling price offered or a definite dollar amount.

(c) The compensation to individuals in other agency or non-agency capacities defined by law shall be shown as a percentage of the gross selling price or a definite dollar amount.

(d) Dual or Variable Rate Commission arrangements: the existence of a dual or variable rate commission arrangement (i.e., one in which the Seller agrees to pay a specified commission if the property is sold by the listing Broker without assistance and a different commission if the sale results through the efforts of a cooperating Broker; or one in which the Seller agrees to pay a specified commission if the property is sold by the listing Broker either with or without the assistance of a cooperating Broker and a different commission if the sale results through the efforts of a Seller) shall

be disclosed by the listing Broker in advance of their producing an offer to purchase by a indicating this within the “special compensation type field” available within the MLS. 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 that results through the efforts of the Seller. 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.

(e) Graduated Commission Arrangements: (i.e. one in which the Seller agrees to pay a commission that increase or decrease a varying dollar amount according to the sales price according to a predetermined dollar amount) Shall be disclosed by the listing broker in advance of their producing an offer to purchase by indicating this within the special compensation type field available within the MLS. The variation of commission, whether a percentage or a dollar amount, and the corresponding dollar amount must be disclosed in the MLS in the provided field on the data input forms.

(f) The total compensation negotiated between the Seller and the listing Broker shall not be disclosed in any way through the MLS.

(g) Should the listing Broker desire to offer any Participant compensation other than the compensation indicated on his listing filed with CRIS, he must inform the other Broker in writing in advance of their producing an offer to purchase and the compensation shall be shown as a percentage of the gross selling price or as a definite dollar amount.

6.3 If a Participant or any licensee affiliated with such Participant has any interest in a property, the listing of which is to be disseminated through the MLS, that person shall disclose that interest in the remarks section when the listing is filed with the MLS and such information shall be disseminated to all MLS Participants.

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

Section 7. Service Charges.

7.1 Service fees and Charges: The following service charges for operation of the MLS are in effect to defray the costs of CRIS and are subject to change from time to time in the manner prescribed.

Application Fee: REALTOR® Participants and REALTOR® Users shall pay a non-refundable application fee of One Hundred and Fifty Dollars (\$150.00). Non-REALTOR® Participants and Non-REALTOR® users shall pay a non-refundable application fee of Three Hundred Dollars (\$300.00). This fee shall be tendered to CRIS with the application for participation. The application of a former Participant or user who has been expelled, withdrawn or whose participation has been terminated for any reason whatsoever shall not be accepted unless accompanied by payment in full of all accounts due as of the date of termination.

7.2 The Directors of CRIS shall establish from time to time, a recurring participation fee (Exhibit A) to be paid periodically by all REALTOR® Participants and Non-REALTOR® Participants. Such fees may not exceed the reasonable needs of the Multiple Listing Service. The annual participation fee of each Participant shall be an amount established annually by the CRIS Board of Directors times each Broker, salesperson, and licensed or certified appraiser who has access to the Service, whether licensed as a Broker, sales licensee or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Fees shall be paid semi/annually in advance, March 1 and September 1. Fees will be prorated on a monthly basis from date of licensing and will be non-refundable. There will be a \$35 non-sufficient funds charge on any checks returned. In order to maintain Realtor® membership with CRIS, Participants must maintain Realtor® membership with their Board. If Realtor® membership is not met with their Board, Participant will receive an immediate suspension notice from CRIS.

REALTOR® Participants and REALTOR® Users whose membership has been terminated or suspended for any reason, except for termination for non-payment of service fees and/or charges, shall be reinstated without an application fee if reinstatement is made within (1) one year of the date of termination or suspension. After one (1) year, the full application fee and application for membership are required in the same manner as prescribed for new members.

7.3 CRIS shall submit a statement of service fees and charges to each Participant on or around the first day of each calendar month. Each participant shall pay such statement within 30 days of the statement date or any unpaid amounts shall be subject to a late charge of One and One-Half Percent (1.5%) per month (or the highest rate permitted by law, whichever is lower). For failure to pay within thirty (30) days of the statement date, the participant and the firm that they represent, shall be suspended until amounts are paid in full. However, before such action is taken, said Participant will be given at least ten (10) days prior notice by mail.

Two months after the due date, membership of the non-paying Participant and the firm that he represents, shall automatically terminate unless within that time the amount due is paid. A former Participant who has had his membership terminated may apply for reinstatement in the manner prescribed for new applicants for membership, including repayment of the application fee, after making payment in full for all accounts due as of the date of termination.

7.4 A real estate licensee or certified appraiser affiliated with a CRIS Participant's office may be granted a dues waiver if their Participant provides in writing that:

- 1) MLS dues were paid to another REALTOR® owned and operated MLS
 - 2) They would not desire any CRIS services
 - 3) They would not utilize any CRIS service or information.
- (a) Any member who is called to serve in active military duty has the ability to cancel membership into CRIS at the time he/she is called upon and can document this service request. Should this person reapply within one year after his/her military service has expired, he/she will be allowed to reapply without additional cost (application fee) and any amount of prepaid past dues, unearned as a result of his/her

cancellation, will be applied to this/her account upon proper reinstatement to CRIS. A copy of discharge documentation will be also be required in addition.

- (b) Any person who has held membership in the National Association of Realtors®, Realtor-Associate®, or a combination of both, for a cumulative period of 40 years in one or more Association of Realtors® is eligible for Honorary status in the CRIS MLS.

Note: You must first be in Emeritus Status with both your local REALTOR board and the National Association of Realtors® (NAR) before obtaining Honorary status with CRIS. To obtain an Emeritus application contact your local REALTOR board. Once completed, you may submit your application back to your local board and they then will seek approval from NAR. NAR approves applications twice a year, at the May mid-year meetings and the November Annual convention. Your local board will notify you once you have been approved by NAR for Emeritus status.

Section 8. Enforcement of Rules or Disputes.

8.1 The Directors shall give consideration to all written complaints from Participants having to do with a violation of the Rules and Regulations of the MLS.

8.2 Except as provided in Section 9 below, if the alleged offense is a violation of the CRIS 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 considered and determined by the CRIS Directors. If a violation is determined, the CRIS Directors may direct the imposition of sanction, provided the recipient of such sanction may request a hearing by the Professional Standards Committee of the Member Board/Association to which the participant is a member or through which the CRIS participant sought and obtained CRIS participatory rights in accordance with the bylaws of the shareholder board/association.

If a Participant is not a member of a member Board/Association, then during their membership to the Service, the Participant will designate a member Board/Association to be used for resolving disputes and in which the Participant has appeal rights. Any dispute involving the aforementioned Participant shall be referred to the Grievance Committee of the designated member Board/Association. All processing must take place in accordance with the Professional Standards procedures of said member Board/Association. (Sanctions under this section may include fines not to exceed \$1,000.00 and suspensions not to exceed thirty (30) days.)

A pattern of repeated violations of the Rules & Regulations may constitute unethical practice and the Participant may be subject to investigation by the Grievance Committee of the Participant's member Board/Association or the member Board/Association through which the Participant is participating in the Service upon the request of the CRIS Board of Directors.

8.3 All other complaints of unethical conduct shall be referred by the Board of Directors of CRIS to the Board or Association of REALTORS® through which the CRIS Participant sought and

obtained CRIS participatory rights in accordance with the Bylaws of the shareholder Board/Association.

Section 9. Penalties.

9.1 Notwithstanding the provisions of Article 8 above, the following penalties shall be automatically assessed;

(a) For failure to submit a listing within 48 hours as required herein by Section 2.1 and 3.2 - \$100.00.

(b) For failure to submit a listing within 48 hours as required herein by Section 2.6 - \$100.00.

(c) For violation of computer message restrictions as specified herein in Section 3.6 - \$50.00 per original message per day.

(d) For failure to report status changes, including solds, within 48 hours as required by Section 3.4 - \$100.00.

(e) For failure to enter complete and accurate listing information within 48 hours after receipt of due notice in violation of Section 3.3 - \$100.00.

(f) For failure to submit listings in their proper classification and geographic area in violation of Section 3.5 - \$100.00.

(g) For failure to correct errors in entering information within 48 hours after receipt of due notice in violation of Section 3.3 - \$100.00.

(h) For failure to correctly report the selling broker on comparables within 48 hours after receipt of due notice in violation of Section 3.6 - \$100.00.

(I) For failure to submit price changes or extensions within 48 hours are required by Section 2.7 - \$100.00.

(j) For extending a listing without authorization from the Seller as required by Section 2.7 - \$250.00.

(k) For failure of a new CRIS participant/user/affiliate to complete CRIS orientation within ninety (90) days after access has been provided as required by Section 17, results in a \$100.00 fine and suspension of service to said participant/user/affiliate's MLS access until payment of fine and completion of orientation. After 30 days, if orientation is not completed, another fine will be administered. The member will have 10 days to complete orientation and if orientation is not completed at that time, the member will be terminated.

(l) For failure to comply with any written request by CRIS/CAS for paperwork within 48 business hours will result in a fine of \$250.00.

(m) For access to the CRIS system by an unauthorized third party as a result of disclosure of Participant or their licensee's PIN, regardless of whether such disclosure is intentional, negligent or inadvertent, Participant shall be liable to CRIS, at CRIS's option for liquidated damages as follows:

(1) For the first instance of an unauthorized third-party who gains access to CRIS by means of Participant or licensee's PIN, liquidated damages in the amount of Five Hundred Dollars (\$500.00); and

(2) For the second instance of an unauthorized third-party who gains access to CRIS by means of Participants or licensee's PIN, liquidated damages in the amount of One Thousand Dollars (\$1,000.00); and

(3) For the third instance of an unauthorized third-party who gains access to CRIS by means of Participants or licensee's PIN, revocation of Subscriber's right to use CRIS.

(n) For unauthorized disclosure of the CRIS database by Participant or their licensee to any third party, Participant shall be liable, at CRIS' option for liquidated damages in the amount of \$500.00 for each real estate listing disclosed. The same damages would apply to unauthorized disclosure of the CRIS database by Member Shareholder or non- Shareholder boards to any third party.

The exception for Boards would be Statistical Information / Reports to be used in NAR/OAR reports and news releases.

(o) All listings contracts must include language to the effect that Broker is authorized to enter property in any (1) or more MLS to market the property in publications & websites of Broker's choice.- (\$100)

(p) For failure to provide a listing photo within 48 hours after receipt of due notice is in violation of Section 3.3 (a)- \$100.00.

9.2 Failure to make required changes within 48 hours after receipt of a penalty shall be considered a second offense and a second penalty for the infraction shall be assessed. On third notification of a specific violation, computer service to the violating office shall be suspended until the violation is corrected and the penalty is paid.

9.3 Participants shall have the right to appeal any penalty pursuant to Section 9.1 and 9.2 to the CRIS Board of Directors, or to request a hearing by their Local Board/Association's Professional Standards Committee, provided such appeal or request for hearing must be received by CRIS in writing within twenty (20) days of receipt of the penalty notice. All appeals will be reviewed initially by the appropriate committee appointed by the Local Board/Association's Board of Directors whose decision(s) will be recommended to the Local Board/Association's Board of Directors for final

determination.

9.4 A fine in the amount of \$500.00 shall be assessed for violation of Section 11 and/or Section 12 of the Rules and Regulations or permitting improper use of the System. Improper use of the system shall include, but not necessarily be limited to, the following: 1) placing a listing on the CRIS system that was, in fact, solicited and/or obtained by a non-member of CRIS; 2) allowing any MLS information, either provided in written or printed form, electronically or in any other form or format, to anyone other than a CRIS Participant or those licensees affiliated with the Participant where the licensee is a member of CRIS. (Please refer to Section 11.3)

9.5 Compliance with Rules: The following action may be taken for noncompliance with the rules:(a) for failure to pay any service charge or fee within one (1) month of the date due, and provided that at least ten (10) days' notice has been given, the 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.

9.6 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 MLS 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 MLS 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 10. Ownership of MLS Compilations* and Copyrights.

10.1 By the act of entry of any property listing consent to the MLS the Participant represents that he has been authorized to grant and also does grant authority for the MLS 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 listed property.

10.2 All right, title, and interest in each copy of every MLS compilation created and copyrighted by CRIS and in the copyrights therein, shall at all times remain vested in CRIS.

10.3 Each Participant shall be entitled to lease from CRIS a number of copies of each MLS Compilation sufficient 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 copy, the rental fee set by CRIS.**

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

* The term MLS Compilation, as used in Sections 10 and 11 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, loose-leaf binder, computer data base, card file, or any other format whatever.

** This section should not be construed to require the Participants to lease a copy of the MLS Compilation for any licensee affiliated with the participant who is engaged exclusively in a specialty of the real estate business other than listing, selling or appraising real property, and who does not, at any time, have access to or use of the MLS information or MLS facility of CRIS.

10.4 Any use beyond the existing rule as authorized in Section 10.1 regarding property listing data submitted to the MLS requires the permission of the listing Broker.

10.5 MLS license data collection is for the purpose of its members.

Section 11. Use of Copyrighted MLS Compilations.

11.1 Distribution. Participants shall at all times maintain control over and responsibility for each copy of any MLS Compilation leased to them by CRIS, and shall not distribute any such copies to persons other than persons who are affiliated with such Participant as licensees.

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

11.3 Reproduction. Participants or their affiliated licensees shall not reproduce any MLS Compilation or any portion thereof except in the following limited circumstances:

Participants or their affiliated licensees may reproduce from the MLS Compilation and distribute to prospective purchasers, a reasonable* number of single copies of property listing data contained in the MLS Compilation which relate to any properties in which the prospective purchasers are, or may, in the judgment of the Participants or their affiliated licensees, be interested. Reproductions made in accordance with this rule shall be prepared in such fashion that the property listing data of properties other than that in which to 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 date 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, re-transmitted or provided in any manner to any unauthorized individual, office or firm or third party without proper authorization.

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 MLS has deemed to be non confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these Rules and Regulations.

* 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 should be considered in deciding whether the reproductions made are consistent with this intent, and thus "reasonable" in number shall include, but are not limited to, the total number of listings in the MLS Compilation, how closely the types of 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 12. Limitations on Use of MLS Information.

Use of information from the Service compilation of current listing information from participating Board/Association's "Statistical Report," from any "sold," "comparable" report of a participating Board/Association or the Service for public mass media advertising by the Service, or in other public representations may not be 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 Board/Association or the 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 Board/Association of REALTORS® (alternatively, from the Service) for the period (date) through (date).

Section 13. Changes in Rules and Regulations.

13.1 Changes in Rules of the MLS may be made by a majority vote of the members of the Board of Directors. Changes made to the NAR Model MLS Rules and Regulations shall be automatically incorporated into the CRIS Rules and Regulations.

Section 14. Employees.

The Board of Directors of CRIS will be responsible for employing such entities or persons as

are deemed necessary for the efficient operations of the MLS.

Such entities/employees shall serve at the direction of the CRIS Board of Directors or its designee who shall be responsible for their activities.

Section 15. Arbitration of Disputes.

By becoming and remaining a Participant, each Participant agrees to arbitrate contractual disputes with CRIS Participants in different firms arising out of their relations as CRIS Participants subject to the following qualifications:

(a) If all disputants are members of the same Member Board, or have designated the same Member Board as the Member Board through which they are participating in CRIS, or if they have their principal place of business within the same Member Board's territorial jurisdiction, they shall arbitrate pursuant to the procedures of that Member Board.

(b) If the disputants are members of different Boards/Associations of REALTORS®, or have designated different Member Boards as the Member Boards through which they participate in CRIS, then they shall submit to arbitration which shall be conducted in accordance with the existing inter-board agreement or, alternatively, in accordance with the Inter-board Arbitration Procedures in the Code of Ethics and Arbitration Manual of the NATIONAL ASSOCIATION OF REALTORS®. Nothing herein shall preclude Participants from agreeing to arbitrate the dispute before a particular Board/Association of REALTORS®.

Section 16. Standards of Conduct for CRIS Participants.

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

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.

16.3 CRIS 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.

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

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

16.6 MLS Participants shall not use information obtained from listing brokers through offers to cooperate made through MLS 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.

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

16.8 The fact that a prospect has retained a CRIS Participant as an exclusive representative ore exclusive Broker in one or more past transactions does not preclude or inhibit any other CRIS Participant from seeking such prospect's future business.

16.9 CRIS Participants are free to enter into contractual relations or to negotiate with seller/landlords, buyers/tenants or others who are not represented by an exclusive Agent but shall not knowingly obligate them to pay more than one commission except with their informed consent.

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

16.11 In cooperative transactions CRIS Participants shall compensate cooperating CRIS 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 CRIS Participants without the prior express knowledge and consent of the cooperating broker.

16.12 CRIS 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 with another CRIS 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 CRIS participant; and mail or other forms of written solicitations of prospects who properties are exclusively listed with another CRIS 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 CRIS Participants.

16.13 CRIS 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.

16.14 CRIS Participants, acting as buyer 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 or lease agreement or lease.

16.15 On unlisted property, CRIS 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.

CRIS Participants shall make any request for anticipated compensation from the Seller/landlord at first contact.

16.16 CRIS Participants, acting as representatives or Brokers of Seller/landlords or as subagents of listing Brokers, as prescribed by current licensing law within the State of Ohio, 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.

16.17 CRIS 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 MLS or any offer of cooperation may not be used to target clients of other CRIS Participants to whom such offers to provide services may be made.

16.18 CRIS 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 nor make the submission of an executed offer to purchase/lease contingent on the listing broker's agreement to modify the offer of compensation.

16.19 All dealings concerning property exclusively listed or with buyers/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 an exclusive representation agreements, except with the consent of the prospects' exclusive representatives or at the direction of prospects.

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

16.21 CRIS Participants shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

Section 17. Orientation.

Any applicant for CRIS Participation and any licensee affiliated with a CRIS Participant who desires access to CRIS generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the CRIS Rules and Regulations and the operation of CRIS within ninety (90) days after access has been provided.

The local board shall submit to CRIS, within ninety (90) days after access has been provided to all new CRIS participants/users, a list containing the name of the agents completing the orientation, date of the orientation, and the entity or individual(s) that provided the orientation.

The local board shall receive an application fee not to exceed \$150.00 to be used for orientation and training.

Section 18. IDX

18. IDX Defined

IDX affords MLS participants the option of authorizing display of their active listings on other participants' Internet Web sites.

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

18.2 Internet Data Exchange Database

An IDXP (Internet Data Exchange Participant) may republish all or a portion of the reciprocity database on their website in accordance with the following provisions and in keeping with any policies that CRIS may adopt from time to time. All other Rules and Regulations of CRIS remain in full force and effect. A website republication of another IDXP's listing shall not contain more (but may contain less) information than is contained in CRIS'S IDXP's approved display format.

It is not necessary for an IDXP to display the whole reciprocity database on their website. 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, etc.) or 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 provided by the listing firm. Selection of listings to be displayed on an IDX site must be independently made by each Participant.

The IDXP does not have to display the listings of certain competitors.

18.3 Internet Data Exchange Database Participants

Participation in IDX is available to all MLS participants engaged in real estate brokerage 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). Participant's may also hire services of a third party vendor ("Vendor") to provide IDX Database for use by Participant on Participant's web site ("Service"). The rights granted under the CRIS IDX Rules and Regulations to Vendor will only commence upon receipt of a written request from Participant identifying the Vendor and upon execution of the Internet Data Exchange Agreement ("IDX Agreement") by Vendor and acceptance of the IDX Agreement by an authorized representative of CRIS. In the event of any difference or ambiguity, the terms of the CRIS IDX Rules and Regulations shall take precedence and control over the IDX Agreement.

Agents will not have the ability to have the IDX database displayed on their own personal website(s). However, those Agents working with a participant of IDX may have access to the IDX database only through the permission of his or her Broker. Upon approval of the Broker, Agents may have access to the IDX database by adding a hyperlink button to his or her own personal website page which will direct the viewer back to their Broker's website which contains the IDX database information. No IDX data will be fed directly to an Agent's website by the MLS.

The right to republish all or a portion of the reciprocity database on Participant's web site and the right to use IDX Database shall immediately terminate in case of breach of Section 18 of the Rules and Regulations by IDXP or Vendor or breach of any provisions contained in IDX Agreement by Vendor. Participant agrees to promptly notify CRIS in writing of any infringement or suspected infringement involving the IDX Database or Listings by Vendor. Participant agrees to cooperate fully with CRIS in case of any action taken by CRIS against Vendor (i) to protect the misuse of IDX Database or Listings by Vendor, or (ii) in case of breach of IDX Agreement or breach of the Rules and Regulations by Vendor.

NOTE: If a participant refuses on a blanket basis (opt-out) 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.

Participant shall indemnify and hold harmless CRIS and its directors, officers, agents and licensees against any claims, demands, actions, liabilities, losses, costs, damages or expenses, including legal fees, to the extent arising out of any dispute between Participant and Vendor relating to (i) Services or (ii) any fees, dues or amounts owned by Participant to Vendor. Participant assigns all of its rights to bring any action against Vendor under this Agreement relating to misuse of MLS Data by Vendor or breach of any duties, obligations, representations or warranties provided by Vendor under this Agreement and agrees to cooperate fully with MLS (CRIS) in case of any claim or action taken by MLS (CRIS) against Vendor to protect the misuse of MLS Data.

Section 18.3.1

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 18.3.2

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 18.3.3

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 Web sites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing brokers may display on their IDX sites or their other Web site(s) the listing or property address of consenting sellers.

Section 18.3.4

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 or exclusive agency), 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 18.3.5

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

Section 18.3.6

Except as provided in these rules, an 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 18.3.7

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.

18.4 Display of Participant's Information on Participant's Site

Any form of display, brief or thumbnail of the Participant's listing information, cannot disclose any contractual information or branding of the IDXP who owns the website or any of its agents.

A thumbnail display may only include the text data about the listing property, a photo of the property, the required standard NAR MLS logo icon and any buttons providing links for other information.

NOTE: If the seller has requested that their listing be withheld from CRIS MLS database, it will not be included in the reciprocity database.

The following property types will comprise the reciprocity database:

Single-family homes for sale or exchange

Condominium units for sale or exchange

Vacant lots and acreage zoned residential for sale or exchange

Two-family, three-family, and four-family residential buildings (Multi-Family units) for sale or exchange

18.5 Standard NAR MLS Logo Used for Reciprocity Database

The standard NAR MLS logo will be the approved icon used to signify that the information is being provided by CRIS IDX database.

18.6 Required Disclaimer for Listings in the Reciprocity Database

Any IDXP's website must display some form of disclaimer on its home page and any subsequent page displaying IDXP's listing information indicating that the information is being provided through CRIS IDX database.

Under no circumstances are the IDXP's listings allowed to be displayed on an IDXP's website without clearly displaying the disclaimer that "Information Deemed Reliable But Not Guaranteed."

Any search result identifying another IDXP's listing in a brief or thumbnail format shall bear the required standard NAR MLS logo icon. This logo must be displayed immediately adjacent to the property information and meet the required specifications of size. By displaying this required icon immediately adjacent to the property, this informs the user this information is being provided through CRIS reciprocity database.

18.7 Required Disclosures

These disclosures are **required**:

1. Explanation of Data Source:

Under CRIS Rules and Regulations an IDXP's website must display a disclosure indicating the source of Internet Data Exchange database data on that site. The following disclosure, appearing alongside the standard NAR MLS logo for IDX will satisfy this requirement:

“The data relating to real estate for sale on this website comes in part from the Internet Data Exchange program of CRIS. Real estate listings held by brokerage firms other than (insert your firm’s name here) are marked with the Internet Data Exchange logo and detailed information about them includes the name of the listing broker(s).”

2. Accuracy disclaimer on other IDX Listings:

Under CRIS Rules and Regulations, a IDX’s website must display a disclosure indicating that data from other IDX’s is “deemed reliable but not guaranteed.” Any similar language indicating both that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable as an alternative.

Additional recommended disclosures:

Any IDX choosing to display less than the entire IDX database, should place a disclosure on their website stating that the IDX is using only a part or portion of the data available on the IDX database. A recommended disclosure is listed below:

“(IDX firm name) participates in CRIS IDX program, allowing us to display other IDX’s’ listings on our website. However, (the IDX firm name) displays only (listings in <insert County>) (only condominium listings), (with list prices above \$500,000.)”

“(IDX firm name) does not display the entire CRIS IDX database on this website. The listings of some real estate brokerage firms have been excluded.”

If an IDX chooses to update the data on their website less frequently than daily, CRIS advises that the IDX’s website include a disclaimer indicating the frequency and days of the update. Alternatively, a disclosure of “data last updated: xx/xx/xx” would be sufficient to be shown on the search page:

Two example disclosures are listed below:

“This data is updated weekly on (Saturday) nights. Some properties which appear for sale on this website may subsequently have sold and may no longer be available;” or

“This data up-to-date as of (fill in the update date here). For the most current information, contact (IDX’s firm name, phone number, and e-mail address).”

18.8 Reciprocity Listing Modifications

An IDX cannot modify or manipulate the data relating to another IDX’s listing. (This is not intended to limit the design of the site, but refers to the actual data as displayed on the IDX’s website.)

An IDX can do anything they want (consistent with the Code of Ethics and applicable state law) with data relating to their own listings.

An IDX is strictly prohibited from modifying the data in the reciprocity database from another

IDXP. (Note: this would include displaying other data alongside the other participant's IDX data.)

It is the responsibility of the IDXP to update the information on their Internet website no less than once a week.

18.9 Information Corrections on Internet Data Exchange Participant's Website

An IDXP must make correction(s) to their website within 48 hours, or 2 days (except Saturdays, Sundays, and postal holidays) if CRIS determines that their site is in violation of CRIS Rules and Regulations. CRIS reserves the right to discontinue the data feed access they receive without further notice if they do not comply with this requirement. (An IDXP may be subject to fines from CRIS for non-compliance.)

18.10 Branding/Scraping

No IDXP will be allowed to mark or use language referring to the website owning IDXP in the thumbnail display of another IDXP's listing.

If an IDXP suspects "scraping" of the data has occurred, the suspicion and any evidence must be reported to CRIS immediately for investigation and action.

18.11 Third Party Users

No portion of the IDX database shall be used or provided to a third party for any purpose other than those expressly provided for in CRIS Rules and Regulations. This includes but not limited to the distribution to other IDXP's, brokerage firms or non-participants of CRIS.

Any IDXP using a third party to develop or design their website will have a written agreement with that third party vendor that any unauthorized use of the information is a serious violation of copyright law and appropriate legal action will be taken by CRIS for each such violation.

Any IDXP using the IDX database data for any unauthorized use is a serious violation of copyright law and appropriate legal action will be taken by CRIS for each such violation and is punishable by a fine of \$1,000 for each such violation.

18.12 Non-MLS Listings on Subscriber Website

No portion of the IDX database shall be co-mingled with any non-Participating MLS Participant's listings on the IDXP's Internet website.

If an IDX Participant takes listings that are classified required property types from consumers but does not put them into CRIS system, they cannot appear on any thumbnail display or as part of any search results with IDX data. However, Participants taking listings that are not classified required property types from consumer and does not put them into CRIS system can appear on any thumbnail display or as part of any search results with IDX data.

If the property in question appears in an MLS other than CRIS it may be co-mingled. (Example:

NORMLS listings.)

18.13 Abuse of Internet Data Exchange Data

CRIS will monitor IDXP's websites using the IDX data. CRIS will also monitor other real estate websites. If CRIS finds that an IDXP is misusing data, that IDXP will be notified of the wrongdoing and required to correct the problem. If the IDXP fails to correct the problem, he or she will be fined and possibly suspended from CRIS.

18.14 Removal of Internet Data Exchange Participants Listings (Status of Participant)

Any IDXP who is not an active Participant of CRIS will no longer be eligible to receive data feed access under the IDX agreement. Additionally, all IDX data contained on the IDXP's website must be removed within 48 hours, or 2 days, (except Saturday, Sundays, and postal holidays). Failure to comply is a serious violation of copyright law (refer to Section 10.2) and appropriate legal action will be taken by CRIS for each such violation.

EXHIBIT A

CENTRALIZED REAL ESTATE INFORMATION SERVICES, INC.

SCHEDULE OF FEES AND CHARGES

Category	Application Fee	Annual Participation Fee
(1) REALTOR® Stockholder Member	\$150.00	\$300.00
(2) REALTOR® Non-Stockholder Member	\$150.00	\$300.00
(3) Non-REALTOR® Real Estate Licensees or Certified Appraisers	\$300.00	\$540.00
(4) Affiliate Users - Limited Access	\$150.00	\$300.00