-SOUTHEAST TEXAS MULTIPLE LISTING SERVICE RULES AND REGULATIONS of the Beaumont Board of REALTORS®

DIRECTORS APPROVED August 11, 2026

NAR certified 2/2025

Purpose (MLS Defined). A Multiple Listing Service is a means 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; for bona fide clients and customers, by which Participants engaging in real estate appraisal contribute to common data bases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. **M**

Participation (Defined). Any REALTOR® Member of this or any other Board who is a principal, partner, or corporate officer, or branch manager acting on behalf of the principal, without further qualification, except as otherwise stipulated in these bylaws, shall be eligible to participate in Multiple Listing Service upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.* However, under no circumstances is any individual or firm, regardless of membership status, entitled to Multiple Listing Service "membership" or "participation" unless they hold a current, valid real estate broker's license and cooperate, or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.** Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey participation or membership or any right of access to information developed by or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended)

Mere possession of a broker's license is not sufficient to qualify for MLS participation. Rather, the requirement that an individual or firm cooperate means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the MLS, share information on listed property and make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients(s). "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude MLS participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny MLS participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit an MLS to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the participant or potential participant actively endeavors to cooperate with respect to properties of the type that are listed on the MLS in which participation is sought. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. This requirement does not permit an MLS to deny participation to a participant or potential participant that operates a "Virtual Office Website" (VOW) (including a VOW that the participant uses to refer customers to other participants) if the participant or potential participant actively endeavors cooperate. An MLS may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to cooperate only if the MLS has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

*** Optional qualification may be adopted at the local board's discretion**: Any applicant for MLS participation and any licensee (including licensed or certified appraisers affiliated with an MLS Participant who has access to and use

of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval by the second scheduled class offered within thirty (30) calendar days after access has been provided. Applicant shall take an open-book, no-pass, no-fail examination for programmed learning purposes only.

NOTE: Boards are not required to establish prerequisites for MLS participation beyond holding REALTOR® (principal) membership in a Board. However, if the Board wishes to establish these requirements for MLS participation or for access to MLS-generated information, the requirement of attendance at an orientation program is the most rigorous requirement that may be established.

** **Generally**, Boards of REALTORS®, when there is more than one principal in a real estate firm, define the chief principal officer of the firm as the MLS "Participant". If each principal is defined as a "Participant," then each shall have a separate vote on MLS matters. Brokers or salespersons other than principals are not considered "Participants" in the Service, but have access to and use of the Service through the principal(s) with whom they are affiliated.

Supervision. The activity shall be operated under the supervision of the Multiple Listing Committee, in accordance with the rules and regulations, subject to approval of the Board of Directors of the Board of REALTORS®.

Appointment of Committee The President shall appoint all eligible parties, subject to the confirmation of the Board of Directors, to a Multiple Listing (MLS) Committee. All members of the Committee shall be Beaumont Board Designated REALTOR® members that are also Participants (DR/MLS) in Multiple Listing and/or appointee of DR/MLS Participant of firm that shall also be Beaumont Board REALTOR® members and members of the Multiple Listing.
The DR/MLS Participant must certify the names of the (2) two that will represent their firm on the MLS Committee by “opt in” process on the “Beaumont Board of REALTOR® Designated REALTOR®” (BBOR DR) annual packet for the annual term.
Each year the DR/MLS Participant must re-certify in the “BBOR DR” packet who the two representatives will be for their firm.

Both representatives from each firm can be in attendance at a MLS Committee meeting at a time, but one must be an observer only, can participate in the discussions but cannot vote. The representatives cannot be changed during the term.

*The Committee shall select its Chairperson from among the members thereof. (The Chairperson may be designated by the President)

Vacancies: Vacancies in unexpired terms shall not be filled

Attendance: Absence from three consecutive regular MLS meetings or four total absences during annual term, shall be construed as resignation. Committee members that arrive 20 minutes after roll call by Chairman’s watch will be considered absent. (The “attendance record” for the MLS Committee will stand for “firm” attendance at each MLS Committee meeting not individual. Meaning once there are three consecutive or four total absences during the term, the “firm” shall be construed as resigned for the remainder of the term.)

Subscribers: Subscribers (or users) of the MLS include non-principal brokers, sales associates, and licensed and certified appraisers affiliated with Participants

LISTING PROCEDURES

Section 1 - Listing Procedures: Listings of real property of the following types, which are listed subject to a real estate broker's license, located within the Southeast Texas MLS market area of the Beaumont Board of REALTORS® taken by Participants giving exclusive right to sell, or lease or exclusive agency shall be broker-loaded to the Multiple Listing Service within *forty-eight (48) hours after all necessary signatures of seller(s), or lessor(s) have been obtained: (Amended 5/16)

(a) single family homes for sale or exchange or lease
(b) vacant lots and acreage for sale or exchange
(c) two-family, three-family, and four-family residential buildings for sale or exchange or lease

Note 1: The Multiple Listing Service shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form may be required as approved by the Multiple Listing Service. However, the Multiple Listing Service, through its legal counsel:

1. may reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants

2. assure that no listing form filed with the Multiple Listing Service establishes, directly or indirectly, any contractual relationship between the Multiple Listing Service and the client (buyer or seller or lessor or lessee)

The Multiple Listing Service shall accept exclusive right to sell or lease listing contracts and exclusive agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to cooperate with other Participants of the Multiple Listing Service acting as subagents, buyer agents, or both. (Amended **8/24)**

The listing agreement must include the seller's or lessor's written authorization to submit the agreement to the Multiple Listing Service. (Amended 12/12)

The different types of listing agreements include:
(a) exclusive right to sell or lease
(b) exclusive agency
(c) open
(d) net

The Service may not accept net listings because they are deemed unethical and, in most states, illegal. Open listings are not accepted except where required by law because the inherent nature of an open listing. Cooperation is the obligation to share information on listed property and to make property available to other brokers for showing to prospective purchasers and tenants when it is in the best interests of their clients. (Amended **8/24)**

The exclusive right to sell or lease listing is the form of listing where the seller or lessor authorizes exclusive authorization to the listing broker to cooperate with other brokers in the sale or lease of the property. (Amended **8/24)**

The exclusive agency listing also authorizes the listing broker, as exclusive agent, to cooperate with other brokers in the sale or lease of the property, but also reserves to the seller or lessor the general right to sell or lease the property on an unlimited or restrictive basis. (Amended **8/24)**

Exclusive agency listings and exclusive right to sell or lease listings with named prospects exempted should be clearly distinguished by a simple designation such as a code or symbol from exclusive right to sell or lease listings with no named prospects exempt, since they can present special risks of procuring cause controversies and administrative problems not posed by exclusive right to sell or lease listings with no named prospects exempt. Care should be exercised to ensure that different codes or symbols are used to denote exclusive agency and exclusive right to sell or lease listings with prospect reservations. (Amended 4/92)

The Multiple Listing Service does not regulate the type of listings its Members may take. This does not mean that a Multiple Listing Service must accept every type of listing. The Multiple Listing Service shall decline to accept open listings (except where acceptance is required by law) and net listings, and it may limit its service to listings of certain kinds of property. But, if

it chooses to limit the kind of listings it will accept, it shall leave its Members free to accept such listings to be handled outside the Multiple Listing Service. Amended 11/25 M

Section 1.0.1 - Clear Cooperation Policy (CCP)
Within one (1) business day of marketing a property to the public, the listing broker must submit the listing to the MLS for cooperation with other MLS participants. Public marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (emails blasts), multi-brokerage listing sharing networks, and applications available to the general public. (Adopted 5/20)

Note: Exclusive listing information for required property types must be filed and distributed to other MLS Participants for cooperation under the Clear Cooperation Policy. This applies to listings filed under Section 1 and listings exempt from distribution under Section 1.3 of the NAR model MLS rules, and any other situation where the listing broker is publicly marketing an exclusive listing that is required to be filed with the service and is not currently available to other MLS Participants.

Types of Properties: Following are some of the types of properties that may be published through the Service, including types described in the preceding paragraph that are required to be filed with the Service and other types that may be filed with the Service at the Participant's option provided, however, that any listing submitted is entered into within the scope of the Participant's licensure as a real estate broker: (Amended 11/91, 9/2023)

1. residential
2. residential income
3. subdivided vacant lot
4. land and ranch
5. business opportunity
6. motel-hotel
7. mobile homes with land – *if input MH only for sale – immediately removed*
8. mobile home parks
9. commercial income
10. industrial

Section 1.0.2 Auction Listings: Listings entered into the MLS system which are scheduled for auction shall be clearly indicated as an Auction Listing in the agent remarks. The listing Participant must further indicate in the agent remarks section: (1) the date, time and place of auction, (2) the procedures by which Participants or Subscribers shall register their representation of a potential bidder at the auction, (3) the time and manner in which potential bidders may arrange to inspect the listed property, (4) if the seller will accept a purchase offer prior to the scheduled auction. 10/2022

Section 1.0.3 Online Bidding Process: Listings entered into the MLS system where the seller has requested purchase offers be submitted through an online bidding process shall clearly indicate in agent remarks: (1) the URL for the bidding website, (2) the date and time bids will no longer be accepted, (3) the procedures by which Participants or Subscribers shall register their representation of a potential bidder on such site. Use of an online offer or bidding system does not relieve the listing broker's duty to their client under Texas licensing law requiring presentation of all offers, including offers presented directly to the listing broker. Language used in agent remarks shall not impose a requirement upon the cooperating broker to utilize an online bidding system. 10/2022

Section 1.1 - **Listings Subject to Rules and Regulations of the Service**: Any listing taken on a contract to be filed with the Multiple Listing Service is subject to the rules and regulations of the Service upon signature of the seller(s).

Section 1.2: Listing Details: Listing information filed with the MLS by the Participant, shall be complete in every detail required for input into the MLS. Participant shall use reasonable care to ensure the accuracy of submitted listing information. Participant shall be responsible for submitting accurate listing information and correcting and updating all listing information in accordance with the MLS Rules.

Participant and Subscriber (defined as: affiliated licensee of Participant) represent that any and all media, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions and remarks, narratives, pricing information, floor plans, digital content and other details or information related to listed properties (collectively "listing content") have written consent of or license from the appropriate party (e.g., homeowner, photographer, builder, architect, contest owner, etc.) allowing BBOR and the MLS to use, sublicense, publish, display, reproduce, prepare derivative works and to distribute the listing content, royalty free.

WRITTEN DOCUMENTATION: Participants providing listings to the MLS shall have a valid written listing agreement with all necessary signatures in their possession. By entering a listing into the MLS, Participants represent that they have in their possession such written agreements and the represented type of listing agreement. The MLS shall also have the right to request a copy of the seller's or lessor's written agreement required under these MLS Rules. If the Participant fails to provide documentation requested by the MLS within (5) calendar days from notice, then the MLS shall have the right to immediately remove any listings from the MLS in addition to charging the Participant for a violation of MLS Rules. If there is no listing agreement - the listing will be deleted from MLS.

Section 1.2.0: Accuracy of Listing Data: Participants and Subscribers are required to submit accurate listing data and required to correct any known errors. BBOR MLS reserves the right to remove listing content and any property information from the MLS, at its sole discretion, deems to be inappropriate, inaccurate, objectionable or not in compliance with the MLS Rules.

Section 1.2.1—Limited Service Listings: Listing agreements under which the listing broker will not provide one, or more, of the following services:

(a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s); **NOTE** Texas Law provides that, the cooperating broker is precluded from negotiating, directly or indirectly, with the seller or lessor; (Amended 5/19)
(b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);

(c) advise the seller(s) as to the merits of offers to purchase;

(d) assist the seller(s) in developing, communicating, or presenting counter-offers; or

(e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g. "LR" or "LS" Limited Service Listing) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 05/01)

Note: Adoption of Section 1.2.1, Limited Service Listings, is optional and a matter to be determined by each MLS.

Section 1.2.2—MLS Entry-only Listings: Listing agreements under which the listing broker will not provide any of the following services:

(a) arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
NOTE Texas Law provides that, the cooperating broker is precluded from negotiating, directly or indirectly, with the seller or lessor; (Amended 5/19)

(b) accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);

(c) advise the seller(s) as to the merits of offers to purchase;

(d) assist the seller(s) in developing, communicating, or presenting counter-offers; or

(e) participate on the seller(s) behalf in negotiations leading to the sale of the listed property

will be identified with an appropriate code or symbol (e.g. "EO" Entry Only) in MLS compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property.

Section 1.3 - **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 certification signed by the seller that he does not desire the listing to be disseminated by the Service shall be filed with the Service**.** MLS Participants must distribute exempt listings within (1) one business day once the listing is publicly marketed. See Section 1.01, Clear Cooperation Policy. (Amended 5/2020)

Delayed Marketing listings are listings where the seller has directed the listing broker to delay the public marketing of that listing through IDX and syndication for any period of time. A delayed marketing listing shall be filed with the MLS and does not preclude the listing firm from marketing the listing in a manner consistent with their seller's choice.

Section 1.4 - **Change of PRICE/Status of Listing:** Any change in listed price or other change in the *original listing agreement shall be made only when authorized in writing by the seller or lessor and shall be filed with the Service within **twenty-four (24) hours** after the authorized change is received by the listing broker. (Amended **8/24)**

*However, if the original list price was entered in error, BBOR may correct it, in order that the correction does not appear as a price increase. Note that changes to the original list price are not permitted after three (3) calendar days from the input date.

Section 1.5 - **Withdrawal of Listing Prior to Expiration**: Listings of property may be *withdrawn from the Multiple Listing Service by the listing broker before the expiration date of the listing agreement, the signed agreement between the seller or lessor and the listing broker which authorizes the withdrawal shall be retained in Broker's files and made available at MLS Committee's request. Listings in "withdrawn" status are not allowed to be shown; if it is ready to show it should be in Active status.

Sellers or lessors do not have the unilateral right to require an MLS to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Multiple Listing Service may remove the listing at the request of the seller. (Adopted 11/96)

*A listing cannot be withdrawn, terminated or reported as expired to avoid reporting sales price and closing information. If a listing that was terminated or expired ends up closing within 60 calendar days of termination or expiration, then the listing Participant that represented the seller in the transaction shall report it as a Sold listing with sales price and closing information provided to the MLS.

Section 1.6 - **Contingencies Applicable to Listings**: Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants.

Section 1.7- **Listing Price Specified**: The full gross listing price stated in the listing contract will be included in the information published in the MLS compilation of current listings.

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

Section 1.9 - **No Control of Commission Rates or Fees Charged by Participants:** The Multiple Listing Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Multiple Listing Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonparticipants.

Section 1.10 - **Expiration, Extension, and Renewal of Listings**: Any listings filed with the Multiple Listing Service will automatically (be removed from the compilation of current listings) expire on the expiration date~~s~~ specified in the

agreement, unless (prior to that date the MLS receives notice that the listing has been extended or) renewed. by the listing broker and notice of renewal or extension is filed with the Service prior to expiration.

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

Section 1.11 - Termination Date on Listings: Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller or lessor.

Section 1.12 – MLS-Market Area: Only listings of the designated types of property located within the MLS market area of the Board of REALTORS® are required to be submitted to the Service. Listings of property located outside the Board's MLS market area will be accepted if submitted voluntarily by a Participant, but cannot be required by the Service. The Beaumont Board of REALTORS® MLS market area consist of the following counties; Jefferson County, Chambers County, Hardin County, Orange County, Tyler County, Jasper County, Galveston County, Newton County and Sabine County. Amended 6/2006

Section 1.13 - **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 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.

Section 1.14 - 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 became 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.

Section 1.15 - 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 1.16: Property Addresses
At the time of filing a listing, participants and subscribers must include a property address available to other participants and subscribers, and if an address doesn't exist, a parcel identification number can be used. Where an address or parcel identification number are unavailable, the information filed with the MLS must include a legal description of the property sufficient to describe its location. (amended 5/21) M

Section 1.17 – Photos (digital images) and Virtual Tours: A notice will be emailed to the listing agent if any photos or virtual tours associated with a listing contain personal contact information—such as names, phone numbers, email addresses, websites, or signage no "temporary" signs allowed. If the issue is not corrected by 5:00 PM on the next business day following the notice, the listing will be deleted from the MLS system**.** Once the listing is deleted, a second

notice will be sent to the listing agent confirming the deletion, and the broker will be copied on the communication. (9/2017, Amended 9/2022, amended 6/2023, amended 11/2025, amended 1/2026)

a) **Required Photo**
Each listing must include at least one front-view photo of the subject property. Exception generic photo of "land" or "new construction" or "Coming Soon".

b) **Prohibited Content**
No personal or company contact information of any kind (including names, phone numbers, email addresses, website URLs, or logos) may appear in any photos.

c) **Copyright Protection**
Members may not copy, reproduce, or use another MLS member's photos without written authorization from the photo's owner due to copyright restrictions. *Who owns the photos*-NAR policy- *if the MLS Participant submits photographs to the MLS, then the MLS Participant is representing that the Participant has the right to authorize and is authorizing the MLS to publish the photograph anywhere the MLS data is intended to appear.*

d) **Use of Prior Listing Photos**
Agents may copy or clone photos from their own expired listings when creating a new listing for the same property.

e) **Generic Photos**
Generic photos are permitted for *Land* or *New Construction* listings or *Coming Soon* only, provided no personal or company logos appear in the photos.

f) **Comparable ("Comp") Photos**
Photos used for comparable listings may be retained in the MLS for up to ten (10) years.

g) **Accuracy of Photos**
All photos must accurately represent the subject property.
- Photos that are modified or enhanced to alter real property characteristics must include a visible label "rendering" or "altered".
- *The listing agent must also submit an unaltered image showing the same view as the altered image in an adjacent photo position – exception "land" or "new construction".*

h) **Virtual Staging/Altered Photos**
Photos may include virtual staging, which is limited to the addition of furnishings and wall décor that would otherwise be considered personal property and not conveyed in the sale of the property. Listing agent must include a visible label "*virtually staged" on the photo.*

i) **Closed listings:** When a listing moves to *Closed* status, the actual (front) photo must be updated to reflect the *current* appearance of the property at the time of closing. (including land and new construction). ***Required to answer before can save to closed status.*** *- "Does the front photo accurately depict the home at closing?" y/n – If "No" is selected, an explanation is required before the listing can be saved to Closed status.*

Section 1.18 - Remarks:
Listings that have personal contact information of agent, firm, owner, any non MLS member (exception: "built by "name of builder" is allowed), or financing terms of any kind in "**Public**" or "**Agent to Agent**" remarks will be immediately deleted from the system. Notice will be sent to listing agent that the listing remarks have been deleted, and the broker will be copied.

Exception: A2A remarks may include a name **only if the individual is a SETX MLS member**.

Use of "**Agent to Agent remarks**" is for any special instructions or details meant for agents. Any compensation is prohibited from being entered in MLS.

Section 1.19 – Appraised Value: The appraised value of the property shall not be included in any field. The listing will be immediately maintained and the appraised value will be deleted. Notice will be sent to the listing agent and the broker will be copied. 5/2022, Amended 1/2026

Section 1.20: To Be Built: Any new or incomplete construction home or builder lot entered in the Residential class must have plans. The listing "Type" must be entered as **"**To Be Built**"** until a foundation is in place. Once a foundation is in place, the listing "Type" is required to be changed to the appropriate "Type". Residential lots cannot be entered in the Residential class without PLANS. Lots without plans must be entered in the Land class. All listing photos must comply with the MLS Photo Rules. Amended 7/2026

A property may be entered in both the Residential and Land Classes when the Seller has authorized separate marketing of the lot and the lot/home package in the listing agreement.

In such cases:

- The Residential listing shall be entered with the Type as "To Be Built" at the lot/home package price.
  - A listing with the Type of "To Be Built" cannot be reported as "closed" status. Such listings may be placed only in Active**,** Pending**,** Temporarily Withdrawn**,** Expired, or Canceled status.
  - Once a foundation is in place the "type" is required to be changed to the appropriate Type.
- The Land listing shall be entered at the lot-only price.
- When either listing is placed in "Pending" status, the corresponding listing shall be changed to "Temporarily Withdrawn" status.
- Upon closing, the listing that sold shall be reported as Closed and the corresponding listing shall be Canceled.
- Listings with the Type of "To Be Built" are excluded from MLS statistical reporting.
- If the Land listing sells separately, the corresponding "To Be Built" Residential listing shall be Canceled because the lot/home package is no longer available for sale.

Section 1.21: Listings in Multiple Classes:

Listings may be entered in more than one class (for example, Commercial *and* Residential, or Residential *and* Land). However, when the property closes, the listing agent must:

- Close out the listing in the class that reflects how the property actually sold/closed, and
- Cancel the duplicate listing(s) in any other class.

This ensures accurate reporting and prevents duplicate sold data in the MLS. 2/2026

Section 1.22 - Duplicate Listings:

Duplicate listings are not permitted in the MLS and will be immediately deleted when identified. To avoid creating a duplicate, always search the property address before entering a new listing. Be sure to review the "Withdrawn" status, as it still reflects an active listing agreement. Amended 5/12/2026

SELLING PROCEDURES

Section 2 – Showings/access and Negotiations: Appointments for showings, access to property by Affiliates and negotiations with the seller or lessor for the purchase or lease of listed property filed with the Multiple Listing Service shall be conducted through the listing Participant by providing the time of arrival, names and contact information of the cooperating broker and the licensed agent to be present at the listed property during the showing, and the Affiliate accessing the property except under the following circumstances:

(a) the listing broker gives the cooperating broker, or Affiliate specific authority to contact the owner directly for showing / access provided, however, the cooperating broker may not engage in negotiations, directly or indirectly, with the seller or lessor.

All appointments for showings or access to property by Affiliates must be confirmed by the listing Participant, seller or showing service prior to the cooperating broker/agent or Affiliate entering the property.

Listing Participants may utilize a showing service to facilitate and confirm appointments for showings and must provide showing instructions to the showing service. *Entering the phone number of a showing service without authorization is prohibited.*

2.01 Cancellation of Appointments: if the cooperating broker/agent or Affiliate is unable to attend a scheduled showing or access appointment, the appointment must be cancelled within the scheduled appointment time by contacting the listing Participant, seller, or showing service.

***NOTE Texas Law provides that, the cooperating broker is precluded from negotiating, directly or indirectly, with the seller or lessor;** (Amended 5/19)

Section 2.1 - Presentation of Offers: The listing broker must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so. (Amended 4/92)

Section 2.2 - Submission of Written Offers: The listing broker shall submit to the seller all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller obtain the advice of legal counsel prior to acceptance of the subsequent offer. (Approved 11/87)
Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated (Amended 11/05)

Section 2.3 - Right of Cooperating Broker in Presentation of Offer: The cooperating participant or their representative have the right to participate in the presentation to any offer they secure to purchase or lease to the seller or lessor. They do not have the right to be present at any discussion or evaluation of the 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 brokers may not be present when offers they procure are presented, cooperating brokers have the right to a copy of those instructions. This policy is not intended to affect listing brokers' right to control the establishment of appointments for presentation of offers. (Amended 2/19)

Where the cooperating broker is not present during the presentation of the offer, the cooperating broker can request in writing, and the listing broker must provide, as soon as practical, written affirmation stating that the offer has been submitted to the seller, or written notification that the seller has waived the obligation to have the offer presented. (Amended 11/19)

Section 2.4 - Right of Listing Broker in Presentation of Counter-Offer: 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 when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions. (Adopted 11/93)

Section 2.5 - Reporting Sales to the Service: Status changes, including * final closing of sales (or leased) and sales price, and pending sales, shall be reported to the MLS by the listing broker within **twenty-four (24) hours** after they have occurred.

*In the event the actual closing/funding date will occur after the estimated closing/funding date, the Participant shall revise the estimated closing/funding date in the MLS, within five (5) calendar days of **receipt of knowledge. The listing agent will be allowed to extend the estimated closing date 30 calendar days until closed, as long as it is an actual "pending".**

Note: The listing agreement of a property filed with the MLS by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with 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. If deemed desirable by the MLS to publish sales information prior to final closing (settlement) of a sales transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the MLS to its Participants.

Submission of accurate sales information is vital. If a pattern of submission of inaccurate information is determined, then the MLS shall have the option to **expel** the offending Participant after following the procedures under Section 9.l.

Section 2.6 - Reporting Resolutions of Contingencies: The listing broker shall report to the Multiple Listing Service within twenty-four (24) hours that a contingency on file with the Multiple Listing Service has been fulfilled or renewed, or the agreement cancelled.

Section 2.7 - Advertising of Listing Filed with the Service: A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

Section 2.8 - Reporting Cancellation of Pending Sale: The listing broker shall report immediately to the Multiple Listing Service the cancellation of any pending sale, and the listing shall be reinstated immediately.

Section 2.9 Disclosing the Existence of Offers: Listing brokers, in response to inquiries from buyers or cooperating brokers shall with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker. (Amended 11/08)

Section 2.10 Availability of Listed Property: Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

REFUSAL TO SELL

Section 3 - Refusal to Sell or Lease: If the seller or lessor of any listed property filed with the Multiple Listing Service refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all Participants.

PROHIBITIONS

Section 4 - 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 the prior consent of the listing broker.

Section 4.1 - "For Sale" Signs: Only the "For Sale" sign of the listing broker may be placed on a property. (Amended 11/89)

Section 4.2 - "Sold" Signs: Prior to closing, only the "Sold" sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign. (Amended 4/96)

Section 4.3 - Solicitation of Listing Filed with the Service: Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® ' Code of Ethics, its Standards of Practice, and its Case Interpretations.

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

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

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

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

Section 4.4 Use of the Term MLS and Multiple Listing Service: No MLS participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

Section 4.5 Services Advertised as "Free":
MLS Participants and subscribers must not represent that their brokerage services to a client or customer are free or available at no cost to their clients, unless the participant or subscriber will receive no financial compensation from any source for those services. (Amended 11/21) M

Section 4.6 No Filtering of Listings: Participants and Subscribers must not filter out or restrict MLS listings that are communicated to customers or clients based on the existence or level of compensation offered to the cooperating broker or the name of a brokerage or agent. M (Amended **8/24)**

NO Compensation Specified on MLS Listings

Section 5: Participants, Subscribers, or their sellers may not make offers of compensation to buyer brokers and other buyer representative in the MLS.

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

Note 1: The Board Multiple Listing Service must not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Multiple Listing Service shall not publish the total negotiated commission on a listing which has been submitted to the MLS by a Participant. The Multiple Listing Service must prohibit disclosing in any way the total commission negotiated between the seller and the listing broker, or total broker compensation (i.e. combined compensation to both listing brokers and buyer brokers):

Note 2: The Multiple Listing Service shall make no rule on the division of commissions between Participants and nonparticipants. This should remain solely the responsibility of the listing-broker.

Note 3: MLSs must give Participants the ability to disclose to other Participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. MLSs may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. **M** (Amended **8/24)**

Section 5.0.0 Required Consumer Disclosure / Disclosures of Compensation:
MLS Participants and Subscribers must:

1. Disclose to prospective sellers and buyers that broker compensation is not set by law and is fully negotiable. This must be included in conspicuous language as part of any listing agreement, buyer/tenant written agreement, and pre-closing disclosure documents (if any).

2. Conspicuously disclose in writing to sellers, and obtain the seller's authority, for any payments or offer of payment that the listing Participant or seller will make to another broker, agent, or other representative (e.g. real estate attorney) acting for buyers/tenants. This disclosure must include the amount or rate of any such payment and be made in writing in advance of any payment or agreement to pay. M (Amended **8/24)**

Section 5.0.1 Written Buyer Agreement: Unless inconsistent with state or federal law or regulation, all MLS Participants working with a buyer/tenant must enter into a written agreement with the buyer/tenant prior to touring a home. The written agreement must include:

a) A specific and conspicuous disclosure of the amount or rate of compensation the Participant will receive or how this amount will be determined, to the extent that the Participant will receive compensation from any source;
b) The amount of compensation in a manner that is objectively ascertainable and not open-ended.
c) A term that prohibits the Participant from receiving compensation for brokerage services from any source that exceeds the amount or rate agreed to in the agreement with the buyer/tenant; and
d) A conspicuous statement that broker fees and commissions are not set by law and are fully negotiable. M (Amended 8/24)

Section 5.0.2: Seller Concessions
Seller concession information that includes any monetary amount or percentage is prohibited from being entered anywhere in the MLS. Any such information must be removed immediately upon notice of the violation**.** (Adopted 6/2026, Amended 8/2026)

Section 5.1 – Participant as Principal: If a Participant or any licensee (or licensed or certified appraiser) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the Multiple Listing Service, that person shall disclose that interest when the listing is filed with the Multiple Listing Service and such information shall be disseminated to all Multiple Listing Service Participants.

Section 5.2 – Participant as Purchaser: If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, such contemplated interest shall be disclosed, in writing, to the listing broker not later than the time an offer to purchase is submitted to the listing broker. (Adopted 2/92)

SERVICE CHARGES

Section 6 – Service Fees and Charges: The following service charges for operation of the Multiple Listing Service are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

(a) **Initial Participation Fee**: An applicant for participation in the Service shall pay an application fee. With such fee to accompany the application.

Note: The initial participation fee shall approximate the cost of bringing the service to the participant.

(b) **Recurring Participation Fee**: The annual participation fee of each Participant shall be an amount equal times each salesperson and licensed or certified appraiser who has access to and use of the Service, whether licensed as a broker, sales licensee, or licensed or certified appraiser who is employed by or affiliated as an independent contractor with such Participant. Payment of such fees shall be made on or before the first day of the fiscal year of the Multiple Listing Service. Fees shall be prorated on a monthly basis.

A Multiple Listing Service may elect to have such fees payable on a quarterly or even on a monthly basis. However, added administrative services are necessitated by increased frequency of such payments.

However, MLSs must provide participants the option of a no-cost waiver of MLS fees, dues, and charges for any licensee or licensed or certified appraiser who can demonstrate subscription to a different MLS where the principal broker or certified appraiser participates. MLSs may, at their discretion, require that broker or certified appraiser participants to sign a certification of nonuse of its MLS services by their licensees or certified appraisers, which can include penalties and termination of the waiver if violated. *(adopted 6/18, amended 2/19) M

c) Any individual who is **not an authorized paying user of the Southeast Texas MLS (SETX MLS)** is **strictly prohibited** from accessing, using, or benefiting from the MLS in **any form or capacity**.

This includes, but is not limited to:

- Viewing MLS data or listings
- Receiving confidential MLS information via email, text, or printed materials
- Communicating with clients using MLS-sourced data
- Being referenced in MLS remarks or contact fields

Violation Consequence: If a non-SETX MLS user is found to have unauthorized access, use or benefit from the MLS in any way, the responsible MLS Participant / Subscriber will be subject to administrative sanctions, as outlined in Sec 7 of the MLS Rules and the annual DR Packet agreement.

Best Practice: Ensure that **only authorized SETX MLS users** are listed, referenced, or involved in any MLS activity.

d) Transfer Fee: If a subscriber transfers to another MLS Participant, the subscriber must notify the MLS in writing within 10 calendar days, and pay a transfer fee before MLS access is turned back on.

e) Late Fee:

f) Reconnect Fee: If a Participant's MLS services have been terminated, reinstatement must be completed within 30 calendar days of termination and requires:

- Written notification to the MLS
- Payment of a reconnection fee
- Full payment of all outstanding fees and charges
- Correction of any violations, if applicable

6.1 - Username and Password: Every MLS Participant and every real estate licensee and licensed or certified appraiser who is affiliated with such MLS Participant and who has access to and use of the MLS through the MLS Participant shall be **required** to obtain a username and password issued by MLS. Each password shall **not** be loaned, shared, disclosed, or allowed to come into the possession of any other person, **except that the Participant, manager and/or administrator (*That is either licensed and is an MLS subscriber or un-licensed*) in that person's real estate company may have access to such password, and such persons shall be required to keep the password confidential**. The username and password shall only be used for purposes permitted by the MLS Rules and for no other purposes whatsoever. In the event that any disclosure of username and password results in access to the MLS by an unauthorized third party, regardless if such disclosure is intentional, negligent, or inadvertent, the Participant or Subscriber shall be liable to the MLS, at the MLS's option, for liquidated damages as follows. In the event the violator is the Subscriber – **they will be fined** and the Participant will be notified.

6.2 Lockbox Key Rule (Supra Key): Each MLS Participant and Subscribers who is affiliated with such Participant who has an active username and password shall be eligible to obtain a Supra Key subject to their execution of a lease agreement. Each licensed inspector and/or termite inspector who is an Affiliate member of Beaumont Board of REALTORS® shall be eligible to obtain a Supra Key, subject to the MLS Rules and execution of a key lease agreement. Each Supra Key and PIN Code shall not be loaned, shared, or allowed to come into the possession of anyone other than key holder ~~d~~. **A Supra Key holder who violates this rule shall be subject to fines and punishment.**

Certain Eligible BBOR Affiliate Supra Key holders will have full access to open lockboxes.

Supra Keys holders that are eligible for "**co-op key access**" will pay a fee to "coop" the key to the SETX lockboxes, unless they are with an MLS that has a signed reciprocal agreement with SETX MLS.

6.3 Required Email Address: Every MLS Participant and Subscriber who is affiliated with such MLS Participant and who has access to and use of the MLS through the MLS Participant, or Affiliate member with Supra Key, shall be required to

maintain on file with MLS current accurate contact information that includes phone number and an active individual email address at which they may be contacted.

COMPLIANCE WITH RULES

Section 7 – Compliance with Rules – Authority to Impose Discipline:

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

a. letter of warning.
b. letter of reprimand.
c. attendance at MLS orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration.
d. appropriate, reasonable fine.
e. suspension of MLS rights, privileges, and services for not less than thirty (30) calendar days nor more than one (1) year.
f. termination of MLS rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years. Amended 11/25 **M**

Note 1:
A Participant (or user/subscriber, where appropriate) can be placed on probation. Probation is not a form of discipline. When a Participant (or user/subscriber, where appropriate) is placed on probation the discipline is held in abeyance for a stipulated period of time not longer than one (1) year. Any subsequent finding of a violation of the MLS rules during the probationary period may, at the discretion of the Board of Directors, result in the imposition of the suspended discipline. Absent any subsequent findings of a violation during the probationary period, both the probationary status and the suspended discipline are considered fulfilled, and the individual's record will reflect the fulfillment. The fact that one or more forms of discipline are held in abeyance during the probationary period does not bar imposition of other forms of discipline which will not be held in abeyance. *(Revised 05/14)* **M**

Note 2
- MLS Participants and Subscribers may receive no more than three (3) administrative sanctions for the same or substantially similar rule violation within a calendar year before being required to attend a hearing regarding their conduct and potential violations of MLS Rules.
- Notwithstanding the foregoing, the MLS may, at its discretion, issue additional administrative sanctions for violations related to listing information or data accuracy before requiring a hearing.
- The MLS shall provide a copy of all administrative sanctions issued to a Subscriber to the Subscriber's Participant.
- The Participant shall be required to attend any hearing involving a Subscriber who has received more than three (3) administrative sanctions for the same or substantially similar rule violation within a calendar year. (Adopted 11/20; Amended 7/2026) **M**

Administrative sanctions for violations shall be assessed as follows unless otherwise stated in these Rules or Policies:

First Violation
- Written warning requiring the violation to be corrected within five (5) calendar days following the notice of violation.
- If the violation is not corrected within five (5) calendar days following the notice, a $100 administrative fine shall be assessed.
- The Participant and/or Subscriber is responsible for reviewing all active listings and correcting any similar violations to ensure compliance.

- The Participant and/or Subscriber shall be responsible for complying with the MLS Rules and Regulations upon receipt of a violation notice. A violation notice shall be deemed received when transmitted to the email address on file with the MLS.

Second Violation (Same Rule or Substantially Similar Rule Violation within the Calendar Year)
- Automatic $250 administrative fine.

Third Violation (Same Rule or Substantially Similar Rule Violation within the Calendar Year**)**
- Automatic $500 administrative fine.
- Mandatory attendance at an in-person MLS Rules Compliance Class.

Fourth and Subsequent Violations (Same Rule or Substantially Similar Rule Violation within the Calendar Year**)**
- Automatic $1,000 administrative fine.
- Mandatory hearing before the MLS Committee and/or Board of Directors for consideration of additional disciplinary action, including but not limited to additional fines, suspension, or other sanctions authorized by the MLS Rules and Regulations.

The MLS reserves the right to require an immediate hearing or impose suspension or termination for serious, intentional, repeated, or egregious violations as permitted by the MLS Rules and Regulations.

Bulk Violations (Administrative Sanctions)

When multiple, identical or substantially similar violations are identified and reported to the same MLS Participant or Subscriber within a five (5) calendar day period, the MLS may treat those violations as a single **Bulk Violation Event** for purposes of determining the applicable level under the progressive administrative sanction schedule. The determination of whether violations are identical or substantially similar shall be made by the MLS in its reasonable discretion.

A Bulk Violation Event shall constitute one (1) administrative sanction for the applicable rule, regardless of the number of listings or occurrences included, unless otherwise determined by the MLS Committee, Board of Directors, or authorized MLS staff due to the severity, frequency, intentional nature, or egregiousness of the violations.

A Bulk Violation Event is cumulative with prior violations involving the same or substantially similar rule violation. For example, if a Participant or Subscriber has previously received one (1) administrative sanction for the same or substantially similar rule violation during the calendar year, a subsequent Bulk Violation Event involving that same or substantially similar rule violation shall be treated as a Second Violation under the progressive administrative sanction schedule.

The MLS may continue to track each individual listing or occurrence separately for compliance history, repeat-offense calculations, enforcement records, and future disciplinary proceedings.

Nothing in this section limits the MLS's authority to:

- assess fines on a per-listing basis where specifically authorized elsewhere in the MLS Rules or Policies;
- bypass Bulk Violation treatment and require an immediate hearing for excessive, repeated, intentional, willful, or egregious violations; or
- impose any additional disciplinary action authorized by the MLS Rules and Regulations.

Examples of Bulk Violations include, but are not limited to:

- Multiple listings containing the same prohibited remarks.
- Multiple listings missing required photographs or documentation.
- Multiple listings entered into an incorrect property class.
- Multiple listings containing prohibited contact information or advertising.

Section 7.1 - 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) calendar days' notice has been given, the Service shall be suspended until service charges or fees are paid in full and a reconnect fee will apply.

(b) Failure to pay any service charge or fee within (30) calendar days following termination Participant/Subscriber must rejoin as new user.

(g) for failure to comply with any other rule, the provisions of Sections 9 and 9.1 shall apply

Note: Generally, warning, censure, and the imposition of a moderate fine are sufficient to constitute a deterrent to violation of the rules and regulations of the multiple listing service. Suspension or termination is an extreme sanction to be used in cases of extreme or repeated violation of the rules and regulations of the service. If the MLS desires to establish a series of moderate fines, they should be clearly specified in the rules and regulations.

Section 7.2 - Applicability of Rules to Users and/or Subscribers: Non-principal brokers, sales licensees, appraisers, and others authorized to have access to information published by the 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. (Adopted 4/92)

MEETINGS

Section 8 - Meetings of MLS Committee: The Multiple Listing Service Committee shall meet for the transaction of its business at a time and place to be determined by the Committee or at the call of the Chairperson.

Section 8.1 - Meetings of MLS Participants: The Committee may call meetings of the Participants in the Service to be known as meetings of the Multiple Listing Service.
Section 8.2 - Conduct of the Meetings: The Chairperson or Vice Chairperson shall preside at all meetings or, in their absence, a temporary Chairperson from the membership of the Committee shall be named by the Chairperson or, upon his failure to do so, by the Committee.

ENFORCEMENT OF RULES OR DISPUTES

Section 9 - Consideration of Alleged Violations: The Committee shall give consideration to all written complaints having to do with violations of the rules and regulations. By becoming and remaining a Participant, each Participant agrees to be subject to these rules and regulations, the enforcement of which are at the sole discretion of the Committee.

Section 9.1 - Violations of Rules and Regulations: An alleged rule violation may be submitted to the MLS in one of the following ways:

- In writing to MLS staff (via, email), or
- correction button in Paragon, or
- hand delivered to BBOR office, or
- found by the MLS staff

When requested by a complainant, the MLS will process a complaint without revealing the complainant's identity. If a complaint is subsequently forwarded to a hearing, and the original complainant does not consent to participating in the process, the MLS will appoint a representative to serve as the complainant. (Amended 11/20) **M**

9.2 Notice of Violation to Subscriber: Following submission of an alleged rule violation,

- the MLS shall send an email **notice** to the listing Subscriber with a copy to the listing Participant of the violation. ***See note below if it is an "automatic fine" violation.*** If the violation is not corrected by the listing Subscriber or

Participant ***within five (5) calendar days following the email notice**, on the 6th day there will be an automatic charge to the Subscriber and Subscriber will be sent a Notice of Violation by email stating the amount of the charge and that failure to pay the fee/charge and correct the violation **within thirty (30) calendar days following such notice shall result in the suspension of Subscriber's MLS services.**

- Subscriber's MLS services will be **suspended thirty (30) calendar days following the Notice of Violation** if the Subscriber fails to pay the fee/charge and correct the violation.
- Once a Subscriber's MLS services are **suspended,** the MLS shall send an additional email notice to the Subscriber, with a copy to the Participant, stating that failure to pay the outstanding fee/charge and correct the violation within the thirty (30) day period **has resulted in the immediate termination of the Subscriber's MLS services.**
- Subscriber's MLS services may not be reinstated until all fees/charges are paid in full.
- Thirty (30) calendar days after a subscriber's MLS access **has been terminated** for nonpayment of fees or charges, the subscriber may apply for reinstatement in the same manner as a new applicant for MLS services, provided all outstanding balances and any violations as of the termination date have been fully resolved."

- **NOTE**: For violating certain rules designated as "automatic fine" **there will be no (5) day period to correct the violation and a charge will automatically be assessed.** Subscriber will be sent a Notice of Violation by email stating the amount of the charge and that failure to pay the fee/charge and correct the violation within thirty (30) calendar days following such notice shall result in the suspension of Subscriber's MLS services. Amended 5/12/2026

9.3 Notice of Violation to Participant: In the event of suspension of Subscriber's MLS services under this Section 9.1, the MLS shall send a Notice of Violation by email to Participant stating the following:

(1) notice of Subscriber's suspension,
(2) that Participant must correct the violation, and
(3) that failure to correct the violation within thirty (30) calendar days of such notice shall result in suspension of Participant's MLS services. Participant's MLS services will be suspended thirty (30) calendar days following the Notice of Violation if the Participant fails to correct the violation.

If Participant's MLS services are suspended, the MLS shall send an additional email notice to Participant stating that failure to correct the violation within thirty (30) calendar days immediately following such notice shall result in termination of Participant's MLS services.

Thirty (30) calendar days after a Participant's MLS access has been terminated for failure to correct the violation, the Participant may apply for reinstatement in the same manner as a new applicant for MLS services, provided all violations as of the termination date have been corrected.

9.4 Review of Violation: If the Subscriber or Participant disputes the rule violation, either may submit written request for an administrative review by the MLS Committee within five (5) calendar days following the notice of violation. A written decision of the MLS Committee shall be provided to Participant or Subscriber within twenty (20) calendar days after the administrative review is conducted. In the event either the Subscriber or Participant disputes the decision of the MLS Committee, either may request a hearing before the Board of Directors in accordance with the ByLaws of the Beaumont Board of REALTORS® within five (5) calendar days following notice of the MLS Committee's decision.

Section 9.5 – Complaints of Unethical Conduct: All other complaints of unethical conduct shall be referred by the committee to the secretary of the Board of REALTORS® for appropriate action in accordance with the professional standards procedures established in the Board of REALTORS® bylaws. (Amended 11/88)

Section 9.6 – Complaints of Unauthorized Use of Listing Content: Any Participant who believes another participant has engaged in the unauthorized use of display of listing content, including photographs, images, audio or video recordings, and virtual tours, shall send notice of such alleged unauthorized use to the MLS. Such notice shall be in writing, specifically identify the allegedly unauthorized content, and be delivered to the MLS not more than sixty (60) calendar days after the alleged misuse was first identified. No participant may pursue action over the alleged unauthorized use and display of listings content in a court of law without first completing the notice and response procedures outlined in this Section 9.3 of the MLS rules

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

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

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

Section 9.7 MLS Rules Violations: MLS participants may not take legal action against another participant for alleged rules violation(s) unless the complaining participant has first exhausted the remedies provided in these rules.
Note: Adoption of Sections 9.6 are not required if the MLS has adopted alternative procedures to address alleged misuse of the listing content that includes notice to the alleged infringer.

CONFIDENTIALITY OF MLS INFORMATION

Section 10 - Confidentiality of MLS Information: Any information provided by the Multiple Listing Service to the Participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (Amended 4/92)

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

Section 10.2 - Access to Comparable and Statistical Information: Board Members who are actively engaged in real estate brokerage, management, mortgage financing, appraising, land development, or building, but who do not participate in the MLS, are nonetheless entitled to receive by purchase or lease all information other than current listing information that is generated wholly or in part by the MLS, including "comparable" information, "sold" information, and statistical reports. This information is provided for the exclusive use of Board Members and individuals affiliated with Board Members who are also engaged in the real estate business and may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm, except as otherwise provided in these rules and regulations.

OWNERSHIP OF MLS COMPILATIONS* AND COPYRIGHTS

Section 11 - By the act of submission of any property listing content to the Board MLS, the Participant represents and warrants that he or she is fully authorized to license the property listing content as contemplated by and in compliance with this section and these rules and regulations, and also thereby does grant to the MLS license to include the property listing content in its copyrighted MLS compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to the listed property.

Each participant who submits listing content to the MLS agrees to defend and hold the MLS and every other participant harmless from an against any liability or claim arising from any inaccuracy of the submitted listing content or any inadequacy of ownership, license, or title to the submitted listing content. (M 2/19)

Section 11.1 - All right, title, and interest in each copy of every Multiple Listing compilation created and copyrighted by the Beaumont Board of REALTORS® and in the copyrights therein, shall at all times remain vested in the Beaumont Board of REALTORS®.

Section 11.2 - Each Participant shall be entitled to lease from the Beaumont Board of REALTORS® a number of copies of each MLS compilation sufficient to provide the Participant and each person affiliated as a licensee (including licensed or certified appraisers or appraiser trainee) with such Participant with one copy of such compilation. The Participant shall pay for each such copy the rental fee set by the Board.**

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

** The term "MLS compilation," as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatever.*

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

Note: The Digital Millennium Copyright Act (DMCA) is a federal copyright law that enhances the penalties for copyright infringement occurring on the Internet. The law provides exemptions or "safe harbors" from copyright infringement liability for online service providers (OSP) that satisfy certain criteria. Courts construe the definition of "online service provider" broadly, which would likely include MLSs as well as participants and subscribers hosting an IDX display.

One safe harbor limits the liability of an OSP that hosts a system, network or website on which Internet users may post user-generated content. If an OSP complies with the provisions of this DMCA safe harbor, it cannot be liable for copyright infringement if a user posts infringing material on its website. This protects an OSP from incurring significant sums in copyright infringement damages, as statutory damages are as high as $150,000 per work. For this reason, it is highly recommended that MLSs, participants and subscribers comply with the DMCA safe harbor provisions discussed herein.

To qualify for this safe harbor, the OSP must:

(1) Designate on its website and register with the Copyright Office an agent to receive takedown requests. The agent could be the MLS, participant, subscriber, or other individual or entity.

(2) Develop and post a DMCA-compliant website policy that addresses repeat offenders.

(3) Comply with the DMCA takedown procedure. If a copyright owner submits a takedown notice to the OSP, which alleges infringement of its copyright at a certain location, then the OSP must promptly remove allegedly infringing material. The alleged infringer may submit a counter-notice that the OSP must share with the copyright owner. If the copyright owner fails to initiate a copyright lawsuit within ten (10) calendar days, then the OSP may restore the removed material.

(4) Have no actual knowledge of any complained-of infringing activity.

(5) Not be aware of facts or circumstances from which complained-of infringing activity is apparent.

(6) Not receive a financial benefit attributable to complained-of infringing activity when the OSP is capable of controlling such activity.

Full compliance with these DMCA safe harbor criteria will mitigate an OSP's copyright infringement liability. For more information see 17 U.S.C. §512. I (amended 5/2016)

USE OF COPYRIGHTED MLS COMPILATIONS

Section 12 - Distribution: Participants shall, at all times, maintain control over and responsibility for each copy of any MLS compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the MLS. Use of information developed by or published by a Board Multiple Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by a Board Multiple Listing Service where access to such information is prohibited by law. (Amended 4/92)

Section 12.1 - 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.

Section 12.2 - 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 Participant or their affiliated licensees, be interested.

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

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

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

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support valuations on ~~a~~ particular properties for ~~a~~ clients and customers. Any MLS content in data feeds available to participants for real estate brokerage purposes must also be available to participants for valuation purposes, including automated valuations. MLSs must either permit use of existing data feeds, or create a separate data feed, to satisfy this requirement. MLSs may require execution of a third-party license agreement where deemed appropriate by the MLS. MLSs may require participants who will use such data feeds to pay the reasonably estimated costs incurred by the MLS in adding or enhancing its downloading capacity for this purpose. Information that a Board or Board-owned Multiple Listing Service has deemed confidential may not be used as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations. (Amended 5/14)

**It is intended that the Participant be permitted to provide prospective purchasers with listing data relating to properties which the prospective purchaser has a bona fide interest in purchasing or in which the Participant is seeking to promote interest. The term reasonable, as used herein, should therefore be construed to permit only limited reproduction of property listing data intended to facilitate the prospective purchaser's decision-making process in the consideration of a purchase. Factors which shall be considered in deciding whether the reproductions made are consistent with this intent and thus reasonable in number, shall include, but are not limited to, the total number of listings in the 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.

USE OF MLS INFORMATION

Section 13 - Limitations on Use of MLS Information: Use of information from MLS compilation of current listing information, from the Board's statistical report, or from any sold or comparable report of the Board or MLS for public mass-media advertising by an MLS Participant 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 or its MLS 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 Beaumont Board of REALTORS® (alternatively, from the Southeast Texas MLS) for the period (date) through (date). (Amended 11/93)

CHANGES IN RULES AND REGULATIONS

Section 14 - Changes in Rules and Regulations: Proposed amendments to the rules and regulations of the Service shall be by a majority vote of the Members of the Multiple Listing Service Committee that are present to vote, subject to approval by the Board of Directors of the Board of REALTORS®.

Note: Some associations may prefer to change the rules and regulations by a vote of the participants, subject to approval by the board of directors of the Beaumont Board of REALTORS®.

ARBITRATION OF DISPUTES*

**only adopt Section 15 if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). If adopted, this section may not be modified*

STANDARDS OF CONDUCT FOR MLS PARTICIPANTS**

**Only adopt the standards of conduct if the association's MLS is open to nonmember participants (otherwise qualified individuals who do not hold REALTOR® membership anywhere). Any of the standards of conduct, if adopted may not be modified.

ORIENTATION

Section 17 - Orientation: Any applicant for MLS Participation and any licensee (including licensed or certified appraisers) affiliated with an MLS Participant who has access to and use of MLS-generated information shall complete an orientation program of no more than eight (8) classroom hours devoted to the MLS rules and regulations and computer training related to MLS information entry and retrieval and the operation of the MLS, by the second scheduled class offered after access has been provided. Applicant shall take an open-book, no-pass, no-fail examination for programmed learning purposes only (Amended 11/04)

Participants and subscribers may be required, at the discretion of the MLS, to complete additional training of not more than four (4) classroom hours in any twelve (12) month period when deemed necessary by the MLS to familiarize the participants and subscribers with the system changes or enhancements and/or changes to MLS rules and policies. Participants and subscribers must be given the opportunity to complete any mandated orientation and additional training remotely. (Amended 11/17)

IDX

SECTION 18. IDX DEFINED: IDX affords MLS Participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: website, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. Amended 05/17 –M-

SECTION 18.1. AUTHORIZATION: Participants' consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or display the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display or other electronic forms of display or distribution. –M- (Amended 05/17)

SECTION 18.2 PARTICIPATION: Participation in IDX is available to all MLS Participants who are REALTORS® and who consent to display of their listings by other Participants. –O- (Amended 11/09, amended 11/25)

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

Section 18.2.2 MLS Participants may not use IDX-provided listings for any purpose other than display on their websites. This does not require participants to prevent indexing of IDX listings by recognized search engines.–M- (Amended 05/12)

Section 18.2.3 Listings, including property addresses, can be included in IDX displays except where a seller has directed their listing broker to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible Web sites or VOW's) or other electronic forms of display or distribution. –M- (Amended 05/17)

Section 18.2.4 Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown", etc.), list price, type of property (e.g. condominiums, cooperatives, single-family detached, multi-family), or type of listing (e.g. exclusive right-to-sell or exclusive agency). Selection of listings displayed through IDX must be independently made by each participant. (Amended 11/21) –M-

Section 18.2.5: Participants must refresh all MLS downloads and displays automatically fed by those downloads not less frequently than every 12 hours. *Failure to comply could result in Participant's (Designated Broker) IDX privileges being terminated.* After following the procedures under Section 9.1.
–M- (Amended 5/16)

Section 18.2.6: Except as provided in these rules an IDX site or a participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide, or make any portion of the MLS database available to any person or entity. Should the MLS Committee become aware of the IDX databases being shared with an unauthorized party, the Designated Broker's IDX privileges will be terminated immediately. After following the procedures under Section 9.1.–M-

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

Section 18.2.8: Any IDX display controlled by a participant or subscriber that

a. Allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
b. Displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, either or both of those features shall be disabled or discontinued for the seller's listings at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on displays controlled by participants. Except for the foregoing and subject to Section 16.2.9, a participant's IDX display may communicate the participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller.-M- (Adopted 05/12)

Section 18.2.9: Participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. –M- (Amended 5/12)

Section 18.2.10 An MLS Participant (or where permitted locally, an MLS Subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in this policy "co-mingling" means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

Section 18.2.11 Participants shall not modify or manipulate information relating to other participants' listings. MLS participants may augment their IDX displays of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated from the data supplies by the MLS. The sources(S) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data or display of fewer than all of the available listings or fewer authorized field.- M- 5/2016

Section 18.2.12 All listings displayed pursuant to IDX shall identify the listing firm, and the email or phone number provided by the listing participant in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data.* (Amended 11/21) M

**Displays of minimal information (e.g., "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display of that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the device's application. (Amended 5/17) -M-*

SECTION 18.3 DISPLAY: Display of listings information pursuant to IDX is subject to the following rules:

SECTION 18.3.1 Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g. showing instructions, property security information, etc.) may not be displayed on IDX sites. –O- (Amended 11/21)

Section 18.3.1.1 The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed. –O-

DELETED SECTION 18.3.2: 5/2016

DELETED SECTION 18.3.3: 5/2017

SECTION 18.3.4: All listings displayed pursuant to IDX shall identify the listing agent. –O-

SECTION 18.3.5: Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant's consent and control and the requirements of state law and/or regulation.-O-

SECTION 18.3.6 : Deleted November 2006

SECTION 18.3.7: All listings displayed pursuant to IDX shall show the MLS as the source of the information. Displays of minimal information (e.g, "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are except from this requirement but only when linked directly to a display that includes all required disclosure. (Amended 5/12) Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. –O-

SECTION 18.3.8: Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or

the MLS from liability. Displays of minimal information (e.g, "thumbnails", text messages, "tweets", etc., of two hundred [200] characters or less) are except from this requirement but only when linked directly to a display that includes all required disclosure. (Amended 5/12)

SECTION 18.3.9: The data consumers can retrieve or download in response to an inquiry shall not have a limit to the number of listings per search which is determined by the MLS, in no instance shall be limited to fewer than five hundred (500) listings or fifty percent (50%) of the listings available for IDX display, whichever is fewer. –O- (Amended 11/17)

SECTION 18.3.10: The right to display other Participants' listings pursuant to IDX shall be limited to a Participant's **office(s)** holding participatory rights in this MLS.-O-

Section 18.3.11: Deleted 2/2025

Section 18.3.12: Display of expired, and withdrawn listings * is prohibited. –O-

* Note: If "sold" information is not publicly accessible, display of sales price of completed transactions may be prohibited. (Amended 11/15)

Section 18.3.13: Display of seller's(s') and/or occupant's(s') name(s), phone number(s), and email address (es) is prohibited. –O-

Section 18.3.14: Participants are required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required may not be greater than those employed by the MLS. (Amended 5/12)–O-

Section 18.3.15: Participants must maintain an audit trail of consumer activity on their IDX site and make that information available to the MLS if the MLS believes the IDX site has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by consumers. –O- (Amended 5/12)

Section 18.3.16: Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the participant's logo and contact information is larger than that of any third party. (Adopted 11/09)

SECTION 18.4: SERVICE FEES AND CHARGES: Service fees and charges for participation in IDX shall be as established annually by the MLS Committee and approved by the Board of Directors. –O-

SECTION 18.5: VIOLATION OF THE RULES: Failure to comply with these rules could result in the Participant's (Designated Broker) IDX privileges being terminated. After following the procedures under Section 9.1.

VIRTUAL OFFICE WEBSITE (VOW) RULES FOR MLSs

Note: Adoption of Sections 19.1 through 19.14. mandatory.

Section 19.1 VOW Defined:

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

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

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

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

Section 19.2 (a): The right of a Participant's VOW to display MLS Listing Information is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.

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

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

Section 19.3 (a): Before permitting any consumer to search for or retrieve any MLS Listing Information on his or her VOW, the Participant must take each of the following steps:

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

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

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

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

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

(d) The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:

i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

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

iii. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW.

iv. That the Registrant will not copy, redistribute, or retransmit any of the information provided except in connection with the Registrant's consideration of the purchase of sale of an individual property;

v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database.

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

(f) The Terms of Use Agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

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

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

(Note: MLSs may adopt rules requiring Participants to employ specific security measures, provide that any security measure required does not impose obligations greater than those employed by the MLS)

Section 19.6 (a): A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to the MLS that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.

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

Seller Opt-Out Form

1. Please check either Option a or Option b
   a.[ ] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

b.[ ] I have advised by broker or sales agent that I do not want the address of the listed property to e displayed on the Internet

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

_____
Initials of seller

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

Section 19.7:

(a) Subject to subsection (b), a Participant's VOW may allow third-parties (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing.

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

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

Section 19.9: A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) calendar days.

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

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

Section 19.12: A Participant's VOW may exclude listing from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property. (Amended 11/21) **M**

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

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

LOCK BOX SECURITY REQUIREMENTS:

SECTION 20. Lock Box Security Requirements: Eligibility for coverage under NAR's blanket errors and omissions insurance program is contingent on compliance with the following security measures whether the system is operated by the Board, its MLS, or on behalf of a Board by a recognized lock box vendor.

SECTION 20.1: Any key, programmer or other device including "electronic" (hereinafter referred to as "key", by which a lock box can be opened shall be nonduplicative. By "nonduplicative" it is not meant that the key is necessarily covered by a current patent but that it cannot be readily copied in the manner that other keys ordinarily are, (including electronic key app).

SECTION 20.2: Keys software/ app must be obtained from the original manufacturer, from a recognized vendor of lock box systems or from any other legitimate source.

SECTION 20.3: The lockbox system shall be designated as an activity of the Board-owned and operated Multiple Listing Service (MLS). As an MLS activity, every MLS Participant, as well as each non-principal broker, sales licensee, and licensed or certified appraiser affiliated with an MLS Participant who is legally eligible for MLS access, shall be eligible to obtain the *eKey* app, subject to execution of a lease agreement with the MLS. Certain Eligible Affiliate Member of the BBOR may obtain eKey app.

Access-Only eKey Eligibility (not authorized to request BBOR/SETX lockboxes and are limited to access-only privileges.)

- **Licensees/Certified Appraisers (Reciprocal Agreement):**
  Keyholders who are licensees or certified appraisers operating under a reciprocal agreement shall be eligible for *access-only* eKey privileges and are subject to all applicable MLS Rules and Regulations. They may **not** request lockboxes and are authorized **only** to access lockboxes.

- **Licensees/Certified Appraisers (Co-op eKey):**
  Keyholders who are licensees or certified appraisers and who pay to co-op their eKey shall be eligible for *access-only* eKey privileges and are subject to all applicable MLS Rules and Regulations. They may **not** request lockboxes and are authorized **only** to access lockboxes.

- **Eligible Affiliate Members of the Beaumont Board of REALTORS®:**
  Certain Affiliate members may obtain the eKey app with *access-only* privileges subject to the same terms and conditions and all applicable MLS Rules and Regulations. They may **not** request lockboxes and are authorized **only** to access lockboxes. They must be a member of the Beaumont Board of REALTOR®.

- **Eligible Affiliate Keyholders (Reciprocal Agreement):**
  Certain Affiliate Keyholders operating under a reciprocal agreement with the Beaumont Board of REALTORS® shall be eligible for *access-only* eKey privileges and are subject to all applicable MLS Rules and Regulations. They may **not** request lockboxes and are authorized **only** to access lockboxes.

Affiliate Keyholders *are limited to access-only eKey privileges*:

- **Eligible Affiliates:** Home inspectors and termite inspectors are eligible for full access. Photographers and engineers are eligible with CBS access restrictions.
- **Fees:**
  - Eligible Affiliate Keyholders are permitted with a $100 activation fee and are subject to the same annual Supra eKey fee as REALTOR® members.
  - Eligible Affiliate Co-op Keyholders are eligible upon payment of a $10 co-op fee and completion of all required BBOR co-op documentation. All services are provided through the Keyholder's originating Supra account, where applicable fees are paid. Must be a board member of Beaumont Board of REALTORS® to be eligible for co-op key.
  - **Reciprocity:**
    • No fees are charged by the BBOR for access-only privileges.
    • Eligible Affiliate Keyholders operating under a **reciprocal agreement** with the BBOR are eligible once authorization is received from the reciprocal board. All services are provided through the reciprocal board.

- **Rules Compliance**: All MLS Rules apply regarding property access, appointment scheduling, and cancellations.

- **Lockbox Restrictions**: Eligible Affiliate Keyholders may not request BBOR/SETX lockboxes and are authorized **for access only.**

The lease agreements shall spell out the responsibilities of the parties and shall incorporate by reference any applicable rules or regulations or other governing provisions of the Board of MLS that relate to the operation of the lock box system. The lease agreement shall also provide that keys may not be used under any circumstances by anyone other than the key holder.

No one shall be allowed use of more than one ekey app to assess the BBOR Supra system.

To be eligible with respect to have access to a lock box ekey, the Beaumont Board of REALTORS® Southeast Texas MLS has adopted the following criteria from NAR Policy Statement 7.31 Lock Box Security Requirements.

> *Associations and multiple listing services may refuse to allow access of lock box ekeys, may terminate existing key lease agreements, and may refuse to activate or reactivate any ekey by an individual who has been convicted of a crime within the past seven (7) years under the following circumstances: (Amended 5/17)*
>
> *A. The association or MLS determines that the conviction(s) relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk, for example through dishonest, deceptive, or violent acts; and (Amended 5/17)*
>
> *B. The association or MLS gives the individual an opportunity to provide and the association or MLS must consider mitigating factors related to the individual's criminal history, including, but not limited to, factors such as:*
>
> *i. the individual's age at the time of the conviction(s);*
> *ii. nature and seriousness of the crime;*
> *iii. extent and nature of past criminal activity;*
> *iv. time elapsed since criminal activity was engaged in;*
> *v. rehabilitative efforts undertaken by the applicant since the conviction(s);*
> *vi. facts and circumstances surrounding the conviction(s); and*
> *vii. evidence of current fitness to practice real estate. (Amended 5/17)*
>
> *Associations and MLSs should be sure to evaluate individuals uniformly, and avoid making exceptions for one individual while denying an exception to another individual with a similar criminal history. (Amended 5/17)*
>
> *Associations or MLSs may suspend the right of lock box keyholders to use lock box ekeys following their arrest and prior to a final determination on any such charge if, in the determination of the association or MLS, the charge relates to a crime that relates to the real estate business or puts clients, customers, other real estate professionals, or property at risk. (Amended 5/17)*

No one shall be required to purchase an ekey from the Board/MLS except on a voluntary basis.

<u>SECTION 20.4</u>: Lockbox procedures:

- **Eligible Number of Lockboxes**
  - Keyholder must have a signed lease agreement with the MLS and paid all applicable Supra fees and deposit.
  - Boxes are issued according to the **number** of active and pending residential, rental, and commercial listings **in Paragon**.
  - **Primary** Listing agents are only eligible for lockboxes.
- **Issuance for New Listings**
  - Agents must submit a **"Request for Lockbox" form**, including the listing address.
  - The form can be submitted to the Board office to receive the lockbox before visiting the property. The form is available in **MLS Docs** on Paragon.
- **Additional Lockboxes**
  - Agents may **purchase** additional boxes beyond their leased quantity. Cost: $99 plus tax ($107.20 in 2026).
  - Boxes purchased by the agent are **owned by the agent** and do not affect Board inventory.
- **Refunds for Supra eKey Fees**

- No refunds are issued.
- **Penalties for Excess Boxes**
  - If an agent has more boxes than their active or pending listings, the Board will notify the agent via email.
  - Agents have **7 calendar days** to return excess boxes without penalty.
  - On the **8th day**, keys will be deactivated.
  - Late fee: $25 per box; the $25 deposit is forfeited if boxes are returned late.
  - If boxes are not returned by deadline, the agent will be billed $107.20 per box.
  - To continue using Supra ekey and lockboxes, a new $25 deposit is required.
- **Lockbox Transfers Between MLS Participants/Subscribers**
  - Allowed if both agents sign a transfer sheet and email it to the Board.
- **Lockbox parts:**
  - Lost Key container or shackle - the agent is responsible for costs to replace.
- **Return of Boxes After Listing Status Changes**
  - Boxes must be returned or transferred within **7 calendar days** after the listing expires, closes, is withdrawn, or canceled, or can input a new listing in Paragon.
  - On the **8th day**, keys will be deactivated, all Supra products must be returned, and a fee $107.20 per box will apply if not returned.
  - If boxes are returned or transferred after deadline the invoice will be reduced to $25 late fee per box and a new $25 Lockbox deposit will be applicable.
- **Remote Offices**
  - Offices far from the Board may not receive extra boxes from inventory but may purchase their own.
- **Cost of KeyBoxes** $99 plus tax ($107.20 in 2026).
  - Lost boxes or Boxes not returned to the Board

SECTION 20.5: The Board/MLS shall maintain current records as to all ekeys issued and in inventory, including registered users accessing lockboxes through applications and software used by mobile devices. There shall be an annual audit, of all keys and lock boxes, whether issued or in inventory. This requirement may be satisfied by a physical inventory or alternatively, by receipt of a statement signed by the key holder and the designated REALTOR®, broker of record, or, in the case of an affiliate member, by a principal, partner, or corporate officer of the keyholder's firm, attesting that the ekey access is currently in possession of the key holder. This audit requirement does not apply to electronic lock box programmers or keypads which are sold or leased provided such devices may be deactivated within thirty (30) calendar days.

SECTION 20.6: The Board/MLS requires each keyholder to submit a deposit for the use of lockboxes to promote awareness of personal responsibility for the lockbox system. **To be eligible to obtain a BBOR/SETX lockbox, the keyholder must execute a lease agreement and pay the associated Supra fees to the BBOR/SETX MLS**. The Board/MLS will refund the deposit if all lockboxes are returned to the Board/MLS within seven (7) calendar days of any of the following events:

1. The keyholder notifies the Board/MLS that they are no longer affiliated with an MLS Participant.
2. The Board/MLS conducts an audit and requires the keyholder to return or transfer lockboxes that exceed the number permitted for their listings.
3. The keyholder reports a lockbox as lost or stolen and remits payment to the Board/MLS for the cost of the box.
4. The keyholder terminates their MLS membership.

SECTION 20.7: Lock boxes may not be placed on a property without written authority from the seller. This authority may be established in the listing contract.

SECTION 20.8: The key holder is required to notify the Board/MLS immediately upon cancelation of MLS or upon termination of his affiliation with the Designated Broker. The Board/MLS will inactivate the key in order to secure the system.

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