

MLS® RULES AND REGULATIONS

PREAMBLE

WHEREAS the Board has adopted these MLS® Rules and Regulations with the understanding that its Members will abide by them, as well as by their spirit and intent, for the betterment of the Members and the public;

AND WHEREAS the Board wishes to ensure that there is freedom of choice for its Members and the public they serve, but has adopted certain principles as the basis for representation as outlined in Article 8;

AND WHEREAS the Board has determined that Members submitting Listings to the MLS® must offer co-operation, including an offer of compensation, to other Members whether acting as a Buyer's Agent, Sub-Agent, or otherwise;

THE BOARD HAS ENACTED these MLS® Rules and Regulations, which shall apply notwithstanding any agreement or arrangement to the contrary between an Agent and his Principal:

ARTICLE 1 - Definitions and Interpretations

1.01 In these MLS® Rules and Regulations, unless the context otherwise requires:

- (a) "Advertising" means advertising of any description including the posting and use of signs, and the words "Advertise" and "Advertisement(s)" have a corresponding meaning. Notwithstanding the generality of the foregoing, "Advertising" shall include any form of message to the general public, whether communicated by computer, radio, television, newspaper, flyers, form letters even though personally addressed, computerized telephone messages, or the search results of unattended computer databases or sites.
- (b) "Agency" means that relationship between Principal and Agent wherein the agent is considered in law to represent the Principal, and "Agent" has a corresponding meaning.
- (c) "Agency Agreement" means the agreement between the Principal and the Brokerage wherein the Brokerage represents the Principal in the disposition or acquisition of property, and without limiting the generality of the foregoing, includes Listing Agreements and Buyer Agency Agreements.
- (d) "Authorized User" means any Person other than a Member who has been authorized by the Board in writing to access or use any part of the MLS® Database.
- (e) "Buyer" includes a purchaser or tenant, or a prospective buyer, purchaser or tenant.
- (f) "Buyer Agency Agreement" means the Agency Agreement formed between a Buyer as Principal and his Agent regarding the acquisition of property.

- (g) "Buyer's Agent" means the Co-operating Brokerage representing the Buyer under a Buyer Agency Agreement.
- (h) "Content" means information, comments, opinions, statements, advice, descriptions, data, Images, graphics, audio clips, video clips, icons, attachments, files, links, ideas, software or any other form of content.
- (i) "Co-operating Brokerage" means any Brokerage that is involved in a Trade.
- (j) "copy" includes a facsimile transmission of the original document.
- (k) "Exclusive Listing" means a Listing which is not Listed on the Board's MLS®.
- (l) "Image" means any depiction, including but not limited to photographs, digital images, virtual tours, renderings, sketches and maps, or any substitute for any of the above.
- (m) "Listing Agreement" and "Listing" means the Agency Agreement (including any Special Agreements) formed between a Seller as Principal and his Agent regarding a Trade and any amendment, extension, cancellation, withdrawal or assignment thereof. In these MLS® Rules and Regulations, "Listing(s)" and "Listing Agreement(s)" include MLS® Listings and, unless the context indicates otherwise, Exclusive Listings, and the words "List" and "Listed" have a corresponding meaning.
- (n) "Listing Brokerage" means the Brokerage that Listed the property for Trade through the MLS®.
- (o) "Member" means only a Broker Member or a Salesperson Member, all as defined in Article II of this Bylaw.
- (p) "MLS® Data" means any part of the MLS® Database.
- (q) "MLS® Database" means the database of MLS® Listings and Trades operated by the Board under the MLS® trademark for the benefit of its Members and Authorized Users, and includes any and all Content gathered, compiled, stored, published, made available or disseminated by the Board as part of the MLS®, in whatever format it is gathered, compiled, stored, published, made available or disseminated.
- (r) "MLS® Listing" means a Listing which is submitted to the MLS® and includes both the Listing Agreement and the accompanying data form, whether or not the Board requires submission of both the Listing Agreement and the data form, and "MLS® Listed" has a corresponding meaning.
- (s) "Person" includes, where applicable, an individual, a partnership, a corporation, an organization and a business.
- (t) "Principal" means the client of the Brokerage to whom is owed primary allegiance including good faith, full disclosure, competence, obedience and accounting.

- (u) "Seller" includes an owner, landlord, vendor, or any Person entitled to Trade the property.
- (v) "Show" means the act of examining a property, both externally and internally where buildings exist, and "Shown" and "Showing" have a corresponding meaning.
- (w) "Special Agreement" means any arrangement or agreement between the Listing Brokerage and the Seller relating to the commission or other remuneration payable to the Co-operating Brokerage other than the commission or other remuneration as published by the Board, provided such arrangement or agreement does not render the Listing ineligible to be an MLS® Listing, and includes any circumstances under which the commission or other remuneration payable to the Co-operating Brokerage may be paid or not paid, or that affect a Member's or Co-operating Brokerage's ability to complete the Trade or earn the commission or other remuneration.
- (x) "Sub-Agent" means a Brokerage empowered by an Agent to act on its/his behalf for its/his Principal in an Agency relationship.
- (y) "Subscriber" means an Authorized User who meets all eligibility requirements as outlined in Article 11.

ARTICLE 2 - MLS® Listing Procedures and Eligibility

- 2.01
- (a) The Listing Brokerage shall secure an MLS® Listing signed by the Listing Brokerage and the Seller and satisfactory to the Board, and shall be accountable for the Content of that MLS® Listing.
 - (b) The Listing Brokerage shall be a Firm Member or a Brokerage that is a member of a real estate board that is a signatory to an agreement with the Board to accept and publish Listings on the MLS®, subject to the provisions of Article 2, Section 2.01 (g).
 - (c) The Listing Brokerage shall produce, immediately upon the request of the Board, a copy of the Listing Agreement.
 - (d) The Listing Brokerage shall be and remain as Agent of the Seller throughout the term of the MLS® Listing to advise and assist the Seller with the Trade through completion.
 - (e) The Listing Brokerage shall provide compensation to the Co-operating Brokerage for the Trade, subject to any Special Agreement.
 - (f) The Listing Brokerage shall not accept any instruction from a Seller on an MLS® Listing that would relieve the Listing Brokerage or any other Brokerage of any obligation under these MLS® Rules and Regulations, including but not limited to the mere posting of property information on the MLS®.
 - (g) Notwithstanding the provisions of Section 2.01 (b) above, the Board shall not accept or publish a Listing on the MLS® if the property covered by the subject Listing is located

within the Board's jurisdictional area and the Listing is submitted by a Brokerage that is a firm member of another real estate board that employs registrants who are not members of any real estate board in Ontario.

- 2.02 Without limiting the generality of the other provisions contained in these MLS® Rules and Regulations, an MLS® Listing:
- (a) shall be submitted to the Board, whether or not the MLS® Listed property is located within the jurisdictional area of the Board, and whether or not the Member is also a member of another real estate board to which the Listing has been submitted;
 - (b) shall not restrict any Member or Co-operating Brokerage from Showing and marketing the property;
 - (c) shall be immediately and continually available for Showing and marketing;
 - (d) shall not include disclaimers of responsibility by the Listing Brokerage or the Seller for the accuracy or completeness of the information on the MLS® Listing, or any requirement for Members or Co-operating Brokerages or Buyers to verify the information;
 - (e) shall be subject to the decisions made by the Board of Directors from time to time relating to the marketing of MLS® Data by the Board.
- 2.03
- (a) Only the Board's form of Listing Agreement, data form, amendment, cancellation, withdrawal or assignment thereof may be used for MLS® Listings. MLS® Listings shall include all mandatory information and as full and accurate a description of the property as possible, with any additional information on the property to be forwarded as soon as procurable.
 - (b) Forms developed and made available by the Board and OREA are protected by copyright laws and may only be used by Members and Authorized Users as specifically authorized by these MLS® Rules and Regulations or in writing by the Board of Directors. Notwithstanding the generality of the foregoing, forms may not be sold or distributed to any third parties.
- 2.04 All information relating to an MLS® Listing shall be submitted to the Board, on the form and in the process required by the Board, not more than two (2) days, Sundays and statutory holidays excluded, following receipt of such information.
- 2.05
- (a) There shall be no fewer than sixty (60) days between the effective date and the expiry date of an MLS® Listing.
 - (b) An MLS® Listing may be extended to a new expiry date provided that before the original or current expiry date, an extension has been signed by the Listing Brokerage and the Seller, on the form provided for the purpose by the Board.

- 2.06 The name of the Seller shall appear on all MLS® Listings, in the part of the data form provided for that purpose, for the convenience of Showing the property. The name of the Listing Salesperson/Broker shall also appear, with his contact information. Notwithstanding the generality of the foregoing, the name and/or contact information of the Seller shall not appear in any other part of the MLS® Listing.
- 2.07 The Seller of an MLS® Listing may be provided with a copy of the MLS® Listing as published by the Board.
- 2.08 All properties which are to be, or may be, Traded separately must be Listed individually.
- 2.09 The Listing Brokerage shall provide information relating to an MLS® Listing which has yet to be published by the Board to any Member or Co-operating Brokerage upon request.
- 2.10 (a) An MLS® Listing shall include in the comments only information that describes the MLS® Listed property and information relating to the Trade that impacts Co-operating Brokerages, and shall not include links to or information about a Member or a Member's services or a third party or a third party's services, or language that directs or requires Members or Co-operating Brokerages to seek information elsewhere.
- (b) Every Image submitted to the MLS® shall prominently feature the MLS® Listed property and shall not include advertising or marketing messages or embellishments of any type, with the exception of an Image featuring the MLS® Listed property that incidentally includes a Brokerage's standard For Sale or For Lease sign or a sign or other identification permanently affixed to the property by the Seller.
- 2.11 Special Agreements shall be disclosed on the MLS® Listing, and the precise terms of a Special Agreement shall be provided in writing to other Members and Co-operating Brokerages immediately upon request.
- 2.12 (a) The Member submitting an MLS® Listing shall be solely responsible for continually verifying the accuracy and currency of the MLS® Listing and Image as published by the Board.
- (b) Members shall not rely exclusively on the information in the MLS® Listing as published by the Board when such information is pertinent to the Member's Principal and it can be practicably verified from an independent source.
- (c) When a Member submits an MLS® Listing to another real estate board for publication on that board's Multiple Listing Service®, the Member shall be solely responsible to ensure that the other board is notified of any changes to that Listing, and of a conditional or unconditional Trade. Information submitted to another real estate board shall be provided on the form and in the process required by the other board.
- 2.13 (a) The Board is not responsible for the accuracy or propriety of any information on an MLS® Listing. Without limiting the generality of the foregoing, the Board may require the Listing Brokerage to verify in writing, immediately upon the request of the Board, any information on an MLS® Listing.

- (b) The Listing Brokerage, by submitting a Listing to the MLS®:
 - (i) warrants that it/he owns or has the authority to cause all Content of that MLS® Listing to be published on the MLS®, and grants the Board a non-exclusive and non-transferable, royalty-free licence to make use of such Content as is consistent with the operation of the MLS® and the Board; and
 - (ii) indemnifies and saves the Board harmless from any loss to the Board arising out of any claim regarding the Content of that MLS® Listing and/or publication on the MLS®.

ARTICLE 3 - Withdrawals and Cancellations

- 3.01 An MLS® Listing may be withdrawn from the MLS® before its expiration date by a properly completed withdrawal form signed by the Listing Brokerage and the Seller, and a copy of such withdrawal shall be forwarded to the Board. Such withdrawal shall not constitute a cancellation of the terms and conditions of the original Listing Agreement.
- 3.02 An MLS® Listing may be cancelled by a properly completed cancellation form signed by the Listing Brokerage and the Seller, and a copy of such cancellation shall be forwarded to the Board.

ARTICLE 4 - Commission

- 4.01 (a) MLS® Listings shall indicate the commission rate or fee or amount that the Listing Brokerage shall pay to the Co-operating Brokerage.
 - (b) The commission payable to the Co-operating Brokerage shall be as stated in the current MLS® Database.
- 4.02 In those cases where the Listing Brokerage is acting on behalf of both the Seller and a Buyer and is reducing the commission rate or fee, the Listing Brokerage shall disclose any such reduction to any Members or Co-operating Brokerages with competing offers to Trade, in order that such Members and Co-operating Brokerages shall not be at a disadvantage and in order that the Principals shall receive the full benefit of competition from such Members and Co-operating Brokerages.
- 4.03 In the event the commission to be paid by the Listing Brokerage to the Co-operating Brokerage is altered for any reason, the information shall be submitted to the MLS® on an amendment form signed by the Listing Brokerage and the Seller.
- 4.04 (a) Where the commission to be paid to the Co-operating Brokerage is specified under the terms of Article 4, Sections 4.01, 4.02 or 4.03, the Listing Brokerage shall be required to pay to the Co-operating Brokerage such commission unless such commission is reduced by agreement in writing between the Co-operating Brokerage and the Listing Brokerage.

- (b) A Co-operating Brokerage, whether acting as a Buyer's Agent or a Sub-Agent or otherwise, shall not make the presentation of an offer to Trade contingent on the Listing Brokerage's agreement to modify the Listing Brokerage's commission rate or fee or the compensation offered to Co-operating Brokerages, nor use the terms of an offer or agreement to Trade to modify the Listing Brokerage's commission rate or fee or the compensation offered to Co-operating Brokerages.
- 4.05 It shall be the responsibility of the Listing Brokerage to collect the commission owing on completed Trades and to pay the share to the Co-operating Brokerage within seven (7) days of receipt.
- 4.06 Where the full commission is not received by the Listing Brokerage, and where the Co-operating Brokerage's share of the commission has not been received by the Co-operating Brokerage from the Buyer pursuant to a Buyer Agency Agreement, the Listing Brokerage shall disclose in writing to the Co-operating Brokerage all facts and circumstances relating to the non-payment of the full commission, provide a true copy of the Listing Agreement to the Co-operating Brokerage, and pay to the Co-operating Brokerage the proportionate amount of such commission. The proportionate amount shall be determined by the Listing Brokerage with reference to the ratio which the commission payable to the Co-operating Brokerage as indicated in the MLS® Listing was to the total commission as set out in the Listing Agreement between the Listing Brokerage and the Seller.
- 4.07 Where the full commission is not received by the Listing Brokerage, any collection costs incurred by him are to be deducted from the total commission and the balance distributed as above provided. Losses and costs incurred in an endeavour to make such collection must be sustained on a pro-rata basis by the parties thereto unless otherwise agreed.
- 4.08 In the event that the Listing Brokerage decides not to take legal action against the Seller to recover the commission, the Co-operating Brokerage may do so (if it would otherwise be entitled to a share of the commission to be paid by the Seller) and the Listing Brokerage agrees to an assignment of its rights under the Listing Agreement to give effect to this provision. Unless the Listing Brokerage and Co-operating Brokerage otherwise agree, any monies so collected shall be dealt with in the same manner as if collected by the Listing Brokerage under Article 4, Sections 4.06 and 4.07.
- 4.09 Where any commission is paid as a result of the holdover clause in the Listing Agreement, such commission shall be paid as set out above.

ARTICLE 5 - Trading Procedures

- 5.01 All Members shall co-operate with each other and with other Brokerages in a professional manner when carrying out all negotiations in the best interests of their respective Principals. Negotiations with the Principal for the Showing and/or the negotiations concerning an MLS® Listed property shall be conducted through the Principal's Brokerage, except where the Listing Brokerage gives the Co-operating Brokerage specific written authority to negotiate directly with his Principal, or the Co-operating Brokerage gives the Listing Brokerage specific written authority to negotiate directly with his Principal.

- 5.02 The Co-operating Brokerage shall have the right to be present when the offer is presented by the Listing Brokerage to the Seller and the Listing Brokerage shall have the right to be present when any counter-offer is presented by the Co-operating Brokerage to the Buyer. However, this does not mean that a Member or Brokerage may be present during subsequent discussions between another Member or Brokerage and his Principal.

ARTICLE 6 - Appointments

- 6.01 All appointments must be made through the Principal's Brokerage, or directly with the Principal as provided in Article 5, Section 5.01. Appointments must be made without delay, subject to Article 5, Section 5.01.
- 6.02 If a Member is unable to keep an appointment, the Brokerage through whom the appointment was made must be advised, or if that is not possible, the Principal or tenant must be advised directly.

ARTICLE 7 - Open Houses

- 7.01 No organized open house for Members shall be held on an MLS® Listed property before said MLS® Listing has been published by the Board.

ARTICLE 8 - Trading Regulations

Solicitation Regulations

- 8.01 (a) A Member shall not solicit a Listing which is currently Listed with another Brokerage.
- (b) A Member shall not solicit Buyer Agency Agreements from Buyers who are subject to exclusive Buyer Agency Agreements.
- (c) The fact that an Agency Agreement has been entered into with a Brokerage shall not preclude or inhibit any other Brokerage from entering into a similar agreement after expiration of the prior Agency Agreement.
- (d) When Members are contacted by the Principal of another Brokerage regarding the creation of a relationship to provide the same type of service, and Members have not directly or indirectly initiated such discussions, they may discuss the terms upon which a future Agency Agreement could be entered into.
- (e) The above-mentioned rules do not preclude Members from making general announcements, messages or Advertisements (hereinafter referred to as "general announcements" or "announcement") to prospective clients describing their services and the terms of their availability even though some recipients may have entered into Agency Agreements with another Brokerage, provided such general announcements include a clear, prominent and emphasized statement that the announcement is not intended to

cause or induce a breach of an existing Agency Agreement. A general canvass, general mailing or distribution addressed to all prospective clients in a given geographical area or in a given profession, business, club or organization, or other classification or group, is deemed "general" for the purposes of this rule if it is a mass-produced announcement in identical form to the general public, or an identifiable group of the public whether communicated by computer, radio, television, newspaper, flyers, form letters (even though personally addressed) or computerized telephone messages.

- (f) This rule recognizes as prohibited practices two (2) basic types of solicitations:
- (i) a telephone and/or personal solicitation of Sellers who have been identified by a Real Estate sign or information in the MLS® Database, another Real Estate database service operated under the MLS® or associated trademarks, or other information, as having Listed their property with another Brokerage; and
 - (ii) mail or other forms of written solicitations of prospective Principals whose properties are Listed with another Brokerage when such solicitations are not part of a general mailing but are directed specifically to Sellers identified through compilations of current MLS® Listings or identified signs or other sources of information.
- (g) Members, prior to entering into an Agency Agreement, have an affirmative obligation to make reasonable efforts to determine whether the Principal is subject to a current, valid Agency Agreement to provide the same type of Real Estate service.
- (h) This rule does not preclude Members from contacting the Principal of another Brokerage for the purpose of offering to provide, or entering into, an Agency arrangement where the original and current Principal's Agent has negotiated a cancellation agreement with the Principal, and the Principal has not otherwise indicated that he does not wish to be solicited.
- (i) This rule does not preclude Members from contacting the Principal of another Brokerage for the purpose of offering to provide, or entering into a contract to provide, a different type of Real Estate service unrelated to the type of service currently being provided (e.g. property management as opposed to brokerage). However, the MLS® Database may not be used to target Principals of other Brokerages to whom such offers to provide services may be made.

Other Trading Regulations

- 8.02 No Member shall Advertise any MLS® Listing except with the consent of the Seller obtained through the Listing Brokerage.
- 8.03 No sign other than that of the Listing Brokerage shall be placed on the property of any MLS® Listing except with the consent of the Seller obtained through the Listing Brokerage.
- 8.04 No Member shall Advertise any MLS® Listing at any price other than the price as Listed with the Board.

- 8.05 All signs placed on MLS® Listed properties shall at all times reflect the current status of the Listing.
- 8.06 All signs placed on MLS® Listed properties shall include the registered MLS® trademark or the letters "MLS®", and may have attached thereon such REALTOR® trademarks as may be authorized by CREA from time to time.
- 8.07 In all cases, Members shall make every attempt to obtain adequate deposits. Such deposits shall be made out in the name of the Listing Brokerage and turned over to the Listing Brokerage, unless otherwise directed by the Principal in writing, together with a copy of the offer, and must be obtained by the Co-operating Brokerage in accordance with the terms of the offer.
- 8.08 A Co-operating Brokerage shall be deemed to be acting as a Buyer's Agent unless the Co-operating Brokerage discloses to the Listing Brokerage at the earliest opportunity that he is acting as a Sub-Agent or otherwise. A Co-operating Brokerage acting as other than a Buyer's Agent shall provide to the Listing Brokerage a completed disclosure document in order that the written acknowledgement of the Seller may be obtained. The Listing Brokerage shall arrange for the execution of written acknowledgement by the Seller, on the Co-operating Brokerage's preferred form, and return a copy to the Co-operating Brokerage on a prompt basis.
- 8.09 Under no circumstances may the terms of an offer which is under consideration be disclosed to anyone other than the Principal or his authorized representative. These terms shall not be disclosed to other Members or Brokerages, to his other Principals, or to his own or other prospects. An offer to Trade is a confidential document and must be treated as such. This rule is subject to any provisions the Member may have entered into with more than one Principal in a signed Agency Agreement.
- 8.10 Contacts with solicitors about the closing of Trades will be the responsibility of the respective Brokerages. The Listing Brokerage shall be responsible for sending all documentation regarding the closing of a Trade to the Seller's solicitor. The Co-operating Brokerage shall be responsible for sending all documentation regarding the closing of a Trade to the Buyer's solicitor. A Member shall not contact the Principal of another Brokerage or his solicitor directly except with the other Brokerage's permission.
- 8.11 No Member shall mail to, deliver to, or otherwise place in the hands of a Seller, or mail to, deliver to, or otherwise place upon any building or property, any letter, card or other writing setting forth a value estimate for a building or property, or to verbally advise such Seller of such value estimate without having first made an inspection of both the interior and the exterior of the said building or property.
- 8.12 (a) Keys or other entry systems may be provided by the Listing Brokerage to other Brokerages and used only for the purpose of Showing properties.
- (b) For the purposes of Article 8, Section 8.12 (a), the following shall be considered to be unauthorized use of keys or other entry systems and will constitute a breach of this rule:

- (i) making duplicate keys from the one obtained;
 - (ii) use of a key or entry system code issued for a different appointment;
 - (iii) failing to secure the property after using the key or entry system code;
 - (iv) failing to return the key to the Listing Brokerage within a reasonable time;
 - (v) turning over the key or information on the entry system to any Person not authorized by the Listing Brokerage to receive it; and/or
 - (vi) failure on the part of the Member who arranged for the appointment on behalf of his Principal or a customer to be present, or to have arranged for another Member to be present, during the entire period an unregistered Person is in the property without the specific consent of the Listing Brokerage.
- (c) The Board shall not be responsible for any direct or indirect, special or consequential damages, or any other liability, claim, demand, loss, cost, damage or injury resulting from the use of keys, lockboxes or other entry systems by Members.
- 8.13 No Brokerage shall solicit Members or salespersons or brokers Employed by other Brokerages during Board meetings, education seminars, open house Showings of MLS® Listed properties or through any other Board services, including, but not limited to, the Board's printed or electronic bulletins and delivery service.
- 8.14 In all relationships with fellow Members, Listing Brokerages and Co-operating Brokerages, and with the Buyers and Sellers involved, whether as Principals or otherwise, the CREA Code of Ethics and the RECO Code of Ethics must be observed. Where any of these MLS® Rules and Regulations conflict with any relevant laws or the CREA Code of Ethics or the RECO Code of Ethics, the laws and the CREA Code of Ethics and the RECO Code of Ethics shall be deemed to be paramount.

The Procurement Rule

- 8.15 The Brokerage obtaining an acceptable offer to Trade on an MLS® Listing shall be the Brokerage by whom the commission shall be deemed to be earned provided that no unethical act was performed in the process of procuring said acceptable offer to Trade, including, but not limited to, those unethical practices described in Article 8, Section 8.18. There shall be no requirement for a Buyer to be registered, or to be Shown the property or introduced by a Brokerage, in order for the Brokerage to earn a commission on an MLS® Listed property.
- 8.16 Where a property has been Shown by a Brokerage to a Buyer no Member shall attempt to obtain an offer to Trade on the same property from the same Buyer by unethical means, including, but not limited to, those unethical practices described in Article 8, Section 8.18. This does not preclude a Member from entering into a Buyer Agency Agreement with such Buyer provided the Member did not use any unethical means or engage in any unethical act to obtain the Agreement, including, but not limited to, those unethical practices described in Article 8, Section 8.18.

8.17 For the purposes of Article 8, Sections 8.15 and 8.16, the word "Show", in any of its forms, means the introduction of a Buyer to the property by the act of causing the Buyer, where buildings exist, to examine the property both internally and externally or, where buildings do not exist, to view the ground and surrounding area and in either case, in company with the Member or Co-operating Brokerage who is attempting to obtain an offer to Trade on the property or by causing such examination of the property by the Buyer under arrangement made with the Listing Brokerage so that it may be done in company with the Seller.

However, the following shall not constitute a "Showing" of the property:

- (a) the placing of a sign;
 - (b) Advertising the MLS® Listed property;
 - (c) a Buyer attending an open house on an MLS® Listed property where the Listing Brokerage or its/his representative is not in attendance and does not make personal contact with the Buyer; and/or
 - (d) a Buyer attending a property unaccompanied by a Brokerage or its/his representative.
- 8.18 (a) It shall be unethical for a Member to ignore the existence of an existing Agency Agreement or induce or attempt to induce a breach of such Agency Agreement with another Brokerage for the purpose of having a Buyer deal with the Member regarding the same property or types of property for which the Buyer is already committed under the existing Agency Agreement. Having no knowledge of the existence of an existing Agency Agreement will not be permitted as a defence to this unethical conduct if the Member did not take reasonable steps to determine whether the Seller or Buyer was subject to an existing Agency Agreement.
- (b) It shall be unethical for a Member to suggest to a Buyer that he inspect properties with other Members or Brokerages, with the intention or instruction, or implied intention or instruction, to return to the first Member for the presentation of any offer to Trade on any one of such properties.

ARTICLE 9 - Presentation of Offers on MLS® Listed Properties

- 9.01 Offers to Trade shall include the names of both the Listing Brokerage and the Co-operating Brokerage in the Confirmation of Representation portion of the *Agreement of Purchase and Sale* or otherwise shown in the offer to Trade.
- 9.02 All negotiations with the Principal, including the presentation of offers and counter-offers, shall be conducted through the Principal's Brokerage, subject to Article 5, Section 5.01.
- 9.03 (a) Listing Brokerages and Co-operating Brokerages shall establish a system to ensure that all written offers and counter-offers are received and presented to the Principal on a timely basis, including in the absence of a Member.

- (b) All offers and counter-offers shall be presented, subject to any written direction to the contrary between the Brokerage and its/his Principal.
 - (c) Offers and counter-offers shall be presented objectively, pointing out the order in which the offers or counter-offers were received, if possible.
 - (d) A Brokerage shall be available to provide professional advice and counsel to its/his Principal on all offers and counter-offers unless otherwise directed by the Principal in writing.
- 9.04 The existence of other offers or counter-offers shall be disclosed to any Member or Co-operating Brokerage involved in the Trade without disclosing their specific terms and conditions.
- 9.05 Appointments to inspect an MLS® Listed property shall be continued even after an offer is received until one has been accepted unconditionally and such acceptance conveyed to the Buyer or until requested by the Seller to discontinue appointments.

ARTICLE 10 - Reporting of Trades

- 10.01 Information on conditional and unconditional Trades of MLS® Listings shall be submitted to the Board through the Listing Brokerage, on the form and in the process required by the Board, not more than two (2) days, Sundays and statutory holidays excluded, after acceptance and will be recorded on the MLS®.
- 10.02 Information on conditional and unconditional Trades of MLS® Listings, without limiting the generality of the foregoing, includes:
- (a) the fulfilment, renewal or cancellation of a conditional Trade;
 - (b) a change in the price, terms or conditions of an unconditional Trade.
- 10.03 The report of a conditional Trade of an MLS® Listing shall include the name and expiry date of the condition(s) and such other information as required by the Board from time to time.
- 10.04 The report of an unconditional Trade of an MLS® Listing shall include the Trading price, the date of the unconditional Trade, the name of the Co-operating Brokerage and such other information as required by the Board from time to time.
- 10.05 If the Trade of any MLS® Listing previously reported in accordance with this Article does not close, that information shall be submitted to the Board through the Listing Brokerage, on the form and in the process required by the Board, not more than two (2) days, Sundays and statutory holidays excluded, following receipt of the information.
- 10.06 The Listing Brokerage, by submitting a Trade to the MLS®, shall indemnify and save the Board harmless from any loss to the Board arising out of any claim regarding the publication of the Trade on the MLS®.

ARTICLE 11 - Ownership, Copyright, Access to and Use of MLS® Database

- 11.01 The MLS® Database is protected by copyright laws and is owned by the Board. The MLS® Database is a licensed product for the exclusive access and use of Members and Authorized Users. Any unauthorized access to or use of the MLS® Data is prohibited. The right to access and use the MLS® Data is subject to the authority of the Board and is limited to what is specifically permitted or prohibited by the Board of Directors from time to time. In this Article 11, use of the MLS® Database or MLS® Data means use of any description, including, but not limited to, reproduction, downloading or extraction.
- 11.02 Members and Authorized Users shall comply with, observe, and be bound by all restrictions, copyright notice or other limitations of access to the MLS® Database and use thereof as may be adopted by the Board of Directors from time to time.
- 11.03 The Member shall advise the Principal that all information concerning the Agency Agreement, the properties affected thereby and the Trades thereunder shall be available to all Members and Authorized Users and their Principals, and may be used by the Board for the purposes of its Members.
- 11.04 The Board shall not be responsible for any direct or indirect, special or consequential damages or any other obligation or liability arising out of, or in any way connected with, the MLS® Database, including, but not limited to, computer failure or interruption, computer programs used to access the MLS® Database, late or non-delivery of printed materials, or negligence.
- 11.05
- (a) Members are authorized to access the MLS® Database to assist them in representing their Principal or a specific identified customer in a Trade.
 - (b) Access to and use of the MLS® Database by Authorized Users is limited to what is specifically permitted or prohibited by the Board of Directors from time to time.
 - (c) Without limiting the generality of the foregoing, Members and Authorized Users shall not use the MLS® Database to identify or contact Sellers of expired or cancelled MLS® Listings except with the consent of the Seller obtained through the Listing Brokerage and as published by the Board.
- 11.06 MLS® Data is confidential and no part of it may be sold or distributed to any third parties or used in any manner that is not authorized by the Board of Directors.
- 11.07 The use of MLS® Data is governed by the following:
- (a) Members and Authorized Users are authorized to use MLS® Data from specific MLS® Listings for the preparation of presentations to a Principal or a specific identified customer.
 - (b) Members and Authorized Users are not authorized to use MLS® Data for the purpose of creating a book or for the population of another listing service or other database.

- (c) Members and Authorized Users are not authorized to alter or modify MLS® Data in any way whatsoever.
 - (d) The use of MLS® Data shall reflect accurate and current information as stated in the MLS® Database.
 - (e) The use of MLS® Data shall include the name of the Listing Brokerage.
 - (f) The use of MLS® Data shall include the registered MLS® trademark or the letters "MLS®".
 - (g) Any Advertising using statistics based in whole or in part on MLS® Data must clearly demonstrate the period of time over which the claims are based and must include the following, or substantially similar notice: "Based in whole or in part on MLS® Data owned by the Kitchener-Waterloo Real Estate Board, Inc. covering the period _____ (date) through _____ (date)".
 - (h) Authorized use of the MLS® Database is not transferable. A Member or Authorized User shall not extend access to or use of the MLS® Database to anyone not specifically authorized by the Board to access or use the MLS® Database.
- 11.08
- (a) Personal computer access codes and passwords may be used only by Members and Authorized Users in accordance with this Article. Disclosure of access codes and passwords to any unauthorized user or use of such access codes and passwords for any other purpose is prohibited.
 - (b) Computer programs to access MLS® Data may be used only by Members and Authorized Users in accordance with this Article. Selling or redistributing such programs to any unauthorized user or use of such programs for any other purpose is prohibited.
- 11.09
- (a) Any theft, sabotage, unauthorized use of, or unauthorized access to MLS® Data or the MLS® Database constitutes a breach of these MLS® Rules and Regulations and shall be dealt with in accordance with the provisions of this Bylaw. Notwithstanding any sanctions and/or penalties imposed by the Board, the Board reserves the right to seek any and all redress and remedies available to it in a civil action against the unauthorized Person and/or any Member permitting the unauthorized use of or unauthorized access to MLS® Data or the MLS® Database by an unauthorized Person.
 - (b) In addition to the Board's rights and remedies set out in Article 11, Section 11.09 (a), the Board reserves the right to immediately terminate a Member's or Authorized User's access codes and/or access programs, without notice, in the event of any unauthorized use of or granting unauthorized access to MLS® Data or the MLS® Database or any other breaches of the provisions of this Article 11.
- 11.10
- (a) The Board may enter into agreements with Subscribers. A Subscriber may be granted full or limited access to and use of MLS® Data and the MLS® Database, under the following terms and conditions:

- (i) The Subscriber shall be registered as a broker or salesperson under the *Act* and shall be a member in good standing of another real estate board in the Province of Ontario.
 - (ii) The Subscriber shall submit a completed application form.
 - (iii) The Subscriber shall pay in advance the appropriate amount as determined by the Board of Directors from time to time for the services selected, but shall be exempt from paying new member application fees or annual fees to the Board.
 - (iv) The Subscriber shall agree to be subject to and bound by this Bylaw and these MLS® Rules and Regulations, and any policies relating to the MLS® as they may exist from time to time.
 - (v) The Subscriber shall not be entitled to receive any other services of the Board, to receive notice of or attend meetings or vote thereat, or to serve on any committees or as a Director.
- (b) The Board of Directors may, in its sole discretion, deny a Subscriber's application at any time for any reason.
 - (c) The Board of Directors may terminate any Subscriber at any time on ninety (90) days notice without restriction or review. The Board of Directors may, in its sole discretion, terminate any Subscriber without notice or explanation if, in the sole opinion of the Board of Directors, the Subscriber's access to or use of MLS® Data or the MLS® Database is unauthorized.
 - (d) Notwithstanding any of the provisions of this Section 11.10, no Subscriber will be granted access to the MLS® Database unless Members have a reciprocal right to access the MLS® data of all of the real estate boards in which the Subscriber holds membership.
- 11.11 The Board recognizes that it has or may become a signatory to one or more agreements with other real estate boards in the province of Ontario or with OREA. Pursuant to these agreements, Members may have the right to obtain MLS® data and/or to obtain other MLS® services, such as the right to place MLS® Listings, from other boards. The Board recognizes that in order for its Members to obtain MLS® data or services from other boards, its Members, on an individual basis, will enter into contracts which will provide rules for the use of the MLS® data and the MLS® services provided by those other boards. If a Member breaches the terms of his contracts with another board, the breach will be deemed to be a breach of these MLS® Rules and Regulations and shall be dealt with in accordance with the provisions of Article IX of this Bylaw.
- 11.12 Members and Authorized Users shall have the option to purchase any MLS® catalogues produced by the Board.

ARTICLE 12 - Privacy Compliance Requirements

- 12.01 (a) In addition to all other requirements contained in these MLS® Rules and Regulations, when dealing with any property that is the subject of an MLS® Listing, all Listing Brokerages and Co-operating Brokerages must obtain the consent of their Principals and/or customers that is required by the national Privacy Code or is otherwise required by law in order for the Board to collect, use and disclose the Listing and Trade information regarding the property and the Trade on the MLS® and within the MLS® Database.
- (b) Immediately upon the request of the Board, a Member shall provide the Board with proof of the consent described in Article 12, Section 12.01 (a) from the Member's Principal or customer in regard to any property that is the subject of an MLS® Listing for which that Principal or customer is the Seller or Buyer.
- 12.02 Board information relating to Members, including, but not limited to, lists of names, addresses, telephone and facsimile numbers and e-mail addresses (hereinafter referred to as "Member Lists") is provided to Members for their sole use to assist them in representing their Principal or a specific identified customer in a Trade. The compilation, sale, redistribution or use of Member Lists for any other purpose is prohibited.

ARTICLE 13 - Breaches and Penalties

- 13.01 Failure to comply with these MLS® Rules and Regulations shall be deemed to be a breach of this Bylaw and shall be dealt with in accordance with the provisions of Article IX as well as any other remedies available to the Board as set out in these MLS® Rules and Regulations, except failure to comply with Article 2, Section 2.04 and/or Article 10, Sections 10.01 and 10.05 shall be dealt with by fines in the amounts determined by the Board of Directors from time to time.
- 13.02 Notwithstanding the fact that throughout these MLS® Rules and Regulations there are certain obligations placed upon Firm Members, if such a rule or regulation is not complied with, the Board may, by following the procedures outlined in Article IX of this Bylaw, prosecute, and if warranted discipline, the Firm Member, the Firm Member's Principal Broker and/or the Broker Member or Salesperson Member who is responsible for such non-compliance.

ARTICLE 14 - Commission Trust

14.01 Definitions:

In this Article 14 and in the Commission Trust Agreement, the following words, unless otherwise specifically defined in these MLS® Rules and Regulations or in the Commission Trust Agreement, shall have the following meanings:

- (a) "Co-operating Brokerage", in addition to the meaning ascribed to it in Article 1.01 of these MLS® Rules and Regulations, shall, for the purposes of this Article 14, include the Co-operating Brokerage that is entitled to the Commission Trust Amount pursuant to a Commission Trust Agreement.
- (b) "Commission Trust Agreement" means the agreement in the form attached as Schedule "B" to these MLS® Rules and Regulations.
- (c) "Commission Trust" has the meaning ascribed to it in Article 14.02 hereof.
- (d) "Commission Trust Account" means a trust account maintained at a Canadian chartered bank or trust company and designated as a "Commission Trust Account". The Commission Trust Account shall be used only for the receipt and disbursement of Commission Trust funds, or any amounts the broker has otherwise agreed to receive in trust from a salesperson for remittance to a third party on behalf of a salesperson, and kept separate and apart from the statutory trust account that a broker is required to maintain for consumer funds.
- (e) "Commission Trust Amount" in any Trade shall be the Commission Trust Amount indicated on the Commission Trust Agreement for that Trade provided that if no such amount is indicated on the Commission Trust Agreement, the Commission Trust Amount shall be calculated in accordance with the commission rate or fee or amount that the Listing Brokerage shall pay to the Co-operating Brokerage, as shown on the most recent information sheet filed with the MLS® in accordance with Article 4, Sections 4.01, 4.02 or 4.03, as the case may be, or as agreed to by the Listing Brokerage and the Co-operating Brokerage, as provided for in Article 4, Section 4.04.
- (f) "GST" means the tax commonly known as the Goods and Services Tax imposed by the *Excise Tax Act (Canada)* as may be amended or replaced from time to time.
- (g) "Offer" means any offer relating to a Trade and "Seller" shall include "lessor" or "optionor" and "Buyer" shall include "lessee" or "optionee" as the nature of the Trade may require.

14.02 All deposits and other monies received by or due to the Listing Brokerage directed to satisfy commission payable or damages or other compensation in lieu of commission, plus applicable GST on any of the foregoing, in connection with the Trade shall be receivable by and held by the Listing Brokerage in trust and constitute a Commission Trust. The beneficiaries of the Commission Trust shall be the Co-operating Brokerage to the extent of the Commission Trust

Amount, and the Listing Brokerage as to the balance after payment of the Commission Trust Amount.

- 14.03 At the same time as an Offer for a Trade procured by a Co-operating Brokerage is accepted, the Listing Brokerage shall execute and deliver to the Co-operating Brokerage a Commission Trust Agreement for the Trade. For the purposes of this Section 14.03, the terms "Listing Brokerage" and "Co-operating Brokerage" shall include an individual registered as a broker or salesperson under the *Act* who is representing the Listing Brokerage or the Co-operating Brokerage, as the case may be.
- 14.04 Following the completion of the Trade no funds shall be transferred or paid from the Listing Brokerage's Commission Trust Account to or for the benefit of the Listing Brokerage or any third party until the Commission Trust Amount has been disbursed to the Co-operating Brokerage. All such disbursements shall be made directly from the Listing Brokerage's Commission Trust Account. Where the Listing Brokerage has more than one trust account, funds impressed with the Commission Trust may be transferred from one trust account maintained by the Listing Brokerage to the Commission Trust Account maintained by the Listing Brokerage, and such funds shall at all times, notwithstanding any such transfer, continue to be impressed with the Commission Trust. Provided, however, that where the full commission is not received by the Listing Brokerage, the provisions of Article 4, Section 4.06 shall apply to the payment of Commission Trust funds to the Co-operating Brokerage, and where the Listing Brokerage incurs collection costs, the provisions of Article 4, Section 4.07 shall apply to the payment of the Commission Trust funds to the Co-operating Brokerage.
- 14.05 The Listing Brokerage and the Co-operating Brokerage shall each retain a copy of any Commission Trust Agreement for a period of six (6) months following the completion of the Trade and shall provide the Board with a copy of any such Commission Trust Agreement within fifteen (15) days of a request therefore (provided the Board has received a written complaint necessitating the requisition of said Commission Trust Agreement).
- 14.06 Subject to the provisions of the *Act*, the Listing Brokerage shall maintain proper books and records with respect to all Trades concerning the Commission Trust Account. Commission or other compensation payable by Sellers or other clients shall be known as a receivable due to the Commission Trust and not as a receivable due to the Listing Brokerage. Amounts due to a Co-operating Brokerage and the Listing Brokerage for a particular Trade shall be shown as payables of the Commission Trust.
- 14.07 The following terms are deemed to be included in all Commission Trust Agreements:
- All monies received by or due to the Listing Brokerage in connection with the Trade including, without limitation, any deposit(s), damages or amounts in lieu of damages received or due from the Seller or other Person, or other compensation received or due from the Seller or other Person, shall be held by the Listing Brokerage in trust for the benefit of the Co-operating Brokerage and Listing Brokerage as herein provided for (the "Commission Trust") and all funds received on account of the Commission Trust shall be deposited directly to the Listing Brokerage's Commission Trust Account. The obligation of the Listing Brokerage as trustee under the Commission Trust shall be discharged by the Listing Brokerage paying, following

the completion of or other termination of the Trade, the following amounts in the following order:

- (a) first to the Co-operating Brokerage the Commission Trust Amount;
- (b) next to the Listing Brokerage the balance of the Commission Trust.

ARTICLE 15 - CREA Permissions Management Rules

15.01 Definitions:

In this Article 15, the following words shall have the following meanings:

- (a) "CREA Databases" means the databases of basic and supplementary property information on MLS® Listings and exclusive commercial Listings submitted to CREA by real estate boards and CREA members, as supplied by CREA to create and display pages on *mls.ca*, *ICX.CA* and *IXN*.
- (b) "CREA Deep Link Framing" or "Deep Link Framing" means a program which enables DLF Participants to frame on their Internet websites ("DLFs") public Listing data of their own and of other DLF Participants as supplied by CREA through the CREA Databases in accordance with these Permissions Management Rules.
- (c) "CREA IDX Program" or "IDX Program" means a program which enables IDX Participants to frame on their CREA IDX Internet websites ("IDXs") basic Listing data of their own and of other IDX Participants as supplied by CREA through the CREA Databases in accordance with these Permissions Management Rules.
- (d) "CREA VOW Program" or "VOW Program" means a program which enables VOW Participants to frame on their CREA VOW Internet websites ("VOWs") basic and supplementary Listing data from the CREA Databases of their own and of other VOW Participants in accordance with these Permissions Management Rules and through which consumers receive Real Estate Brokerage services, including the opportunity to search for Listing data which is made available by CREA through *mls.ca*, *ICX.CA* and *IXN* subject to the Principal Broker of the Participant's overview, supervision and responsibility.
- (e) "DLF Participant" or "Participant", as the context requires, means a Firm Member whose Principal Broker has not advised the Board or CREA in writing that it does not wish to take part in the CREA DLF Program (which by default means the Firm Member has "opted in" as a DLF Participant), or a Broker Member or Salesperson Member who has been authorized by his Principal Broker to establish a DLF.
- (e) "ICX.CA" means the *www.icx.ca* public website operated by CREA which is an advertising vehicle that provides basic information about commercial properties across Canada and helps Members market a property.

- (f) "IDX Data" means basic Listing data which is made available by CREA through the CREA Databases to IDX Participants from time to time for display on IDXs.
- (g) "IDX Participant" or "Participant", as the context requires, means a Firm Member whose Principal Broker has advised the Board or CREA in writing that the Firm Member does wish to participate in a specific IDX.
- (h) "IXN" means the Information Exchange Network, a secure area on REALTOR Link®, that provides supplementary property information on Listings.
- (j) "*mls.ca*" means the www.mls.ca public website operated by CREA, which is an advertising vehicle that contains basic property information from MLS® Listings across Canada and helps Members market a property.
- (k) "Permissions Management Rules" means the rules, definitions and all other provisions contained in this Article 15.
- (l) "REALTOR Link®" means the www.realtorlink.ca website operated by CREA for the exclusive use of REALTORS® and other subscribers of information produced by CREA, real estate boards and associations.
- (m) "VOW Data" means basic and supplementary Listing data from the CREA Databases as supplied by CREA to VOW Participants for display on VOWs.
- (n) "VOW Participant" or "Participant", as the context requires, means a Firm Member whose Principal Broker has not advised the Board or CREA in writing that the Firm Member does not wish to take part in the CREA VOW Program (which by default means the Firm Member has "opted in" as a VOW Participant), or a Broker Member or Salesperson Member who has been authorized by his Principal Broker to establish a VOW.

Permissions Management - General

- 15.02 (a) In addition to the MLS® Rules and Regulations, policies and guidelines that may be adopted by the Board or CREA from time to time, and to all applicable provincial or federal legislation or regulations, all DLF, VOW and IDX Participants shall adhere to these Permissions Management Rules.
- (b) No portion of the CREA Databases shall be distributed, provided to or made accessible to any Person in any format or for any purpose that is not expressly authorized in these Permissions Management Rules.
- 15.03 (a) CREA is the owner of the CREA Databases;
- (b) All data and other content of the CREA Databases is owned by CREA, the Board and/or the Listing Brokerage; and

- (c) No copyright ownership of the CREA Databases or of any data or other content on the CREA Databases flows to the Participant.
- 15.04 Participants shall not alter, modify, manipulate, scrape, store or obscure in any way the CREA Databases or web pages, any data or other content on the CREA Databases or web pages, or any disclaimers or notices.
- 15.05 If a Participant is in violation of any rule, regulation or policy of the Board or CREA relating to the operation of any of the Permissions Management facilities, the Board may, in addition to all other remedies available, require the Participant to immediately cease and close the operation of the Participant's DLF, VOW or IDX, as the case may be.
- 15.06 Participants' use of Listings of other Participants on any of the Permissions Management facilities is subject to the consent of such other Participants.
- (a) Participants' consent for display of their Listings by other Participants on VOWs and DLFs pursuant to these Permissions Management Rules is presumed unless a VOW or DLF Participant independently and affirmatively withholds that consent ("opts out"). Brokerages may independently opt out of the VOWs or DLFs of all Participants on a blanket basis ("blanket opt out"). Blanket opting out of a VOW or DLF can be accomplished by the Principal Broker so notifying either the Board or, at the option of the Board, CREA. CREA or the Board shall cause the Listings of the opting out Firm Member not to be displayed on the *mls.ca* and ICX.CA and IXN pages produced for the VOW or DLF of other Participants.
- (b) Firm Members are presumed not to consent to their Listings being displayed on the IDXs of IDX Participants unless they have affirmatively opted in through the owner of the IDX by the Principal Broker's advising the Board or CREA in writing that they wish to participate in a specific IDX.
- (c) If any Firm Member opts out of a VOW or DLF, or fails to opt in to an IDX, neither the Principal Broker nor any Broker Members or Salesperson Members Employed by that Firm Member are permitted to participate in the VOW, DLF or IDX, as the case may be.
- (d) Any Firm Member that opts out of DLF is not permitted to participate in an IDX or a VOW.
- 15.07 Frames created by a DLF, VOW or IDX Participant:
- (a) must not display any franchise, Firm Member or corporate trademarks or logos when the *mls.ca* and ICX.CA pages are displayed; and
- (b) must display all contact information which is required to be shown in advertising by provincial law/regulation or the CREA Code of Ethics.

In addition, the use of frames for *mls.ca* and ICX.CA pages is subject to the MLS® Rules and Regulations, policies and guidelines of the Board and CREA as amended from time to time.

- 15.08 Pages created for use on a Permissions Management facility (i.e. DLF, VOW or IDX) must only be displayed on the particular Permissions Management facility for which they were created and cannot be used for any other Permissions Management facility.

Rules for Deep Linking and Framing *mls.ca* and ICX.CA Pages for Websites Other Than IDXs and VOWs

- 15.09 DLF Participants may cause to appear on their Internet websites within frames of their own design:
- (a) the *mls.ca* and ICX.CA pages containing the Listings from the Board;
 - (b) the *mls.ca* and ICX.CA pages containing the Listings of other real estate boards that permit this type of deep linking and framing of *mls.ca*/ICX.CA.

VOW Program Rules

- 15.10 VOW Participants may provide brokerage services via a VOW that include making VOW Data available from *mls.ca* and ICX.CA and IXN, but only to consumers (hereinafter "Registered Buyers") with whom the VOW Participants have first established relationships, including completion of all actions and/or forms respecting Agency disclosure required by provincial law or regulation in connection with providing Real Estate Brokerage services to clients and customers.
- 15.11 VOW Participants must obtain the name and valid e-mail address of each Registered Buyer.
- 15.12 VOW Participants must send an e-mail to any Registered Buyer confirming that the Registered Buyer has agreed to the VOW's Terms of Use.
- 15.13 VOW Participants may provide access to their VOW only after a Registered Buyer's e-mail address is verified as valid and the Registered Buyer's agreement to the VOW's Terms of Use is confirmed.
- 15.14 VOW Participants' Terms of Use shall include the following terms:
- (a) that the Registered Buyer acknowledges that these Terms of Use do not create an Agency relationship with the VOW Participant;
 - (b) that the VOW Data obtained from the VOW is only for the Registered Buyer's personal, non-commercial use;
 - (c) that the Registered Buyer has a *bona fide* interest in the purchase, sale or lease of Real Estate of the type being offered through the VOW;
 - (d) that the Registered Buyer will not copy, redistribute or retransmit any of the VOW Data or information provided; and

- (e) that the Registered Buyer acknowledges CREA's ownership of and the validity of the copyright in the CREA Databases.

VOW Participants' Terms of Use may also include other provisions determined by the VOW Participant.

- 15.15 VOW Participants' Terms of Use shall not impose a financial obligation on a Registered Buyer. Financial obligations, if any, must be established separately from the VOW Participant's Terms of Use, must be prominently labelled, and may not be accepted solely by a "mouse click".
- 15.16 VOW Participants' Terms of Use shall not create any Agency Agreement between a Registered Buyer and the VOW Participant. Agency Agreements, if any, must be established separately from the VOW Participant's Terms of Use, must be prominently labelled, and may not be accepted solely by a "mouse click".
- 15.17 The Registered Buyer must supply a user name and a password, the combination of which must be different from those of all other Registered Buyers of the VOW, before being permitted to search and view VOW Data via the VOW. The user name and password may be established by the Registered Buyer or may be supplied by the Participant, at the option of the VOW Participant.
- 15.18 Participants' VOWs must protect VOW Data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" and other unauthorized accessing, reproduction or use of the VOW Data.
- 15.19 VOW Participants shall not alter, modify, manipulate, scrape, store or obscure the VOW Data (or any disclaimers or notices therein) in any way.
- 15.20 VOWs must display the VOW Participant's privacy policy informing Registered Buyers how information they provide may be collected, used and disclosed, in accordance with applicable privacy legislation.
- 15.21 VOW Participants shall not provide the identity of Registered Buyers to any other Person except where:
 - (a) the VOW Participant's residential Real Estate Brokerage activities principally consist of Listing or Trading properties;
 - (b) Registered Buyers are seeking property in a price range or in a location for which the VOW Participant ordinarily does not provide Real Estate Brokerage services; and
 - (c) The number of Registered Buyers' identities provided is insubstantial, or the corresponding revenue generated is an insubstantial portion of the VOW Participant's Real Estate Brokerage activities.

For purposes of this Section 15.21, "Trading" does not include making referrals of prospective Buyers to other Brokerages and "Listing" does not include making referrals of prospective Sellers to other Brokerages.

The provisions of this Section 15.21 are not meant to reduce, in any manner, the privacy obligations of VOW Participants. VOW Participants are expected to obtain all necessary consents to disclose which are necessary under the relevant privacy legislation.

- 15.22 VOW Participants shall notify the Board of their intention to create a VOW, and shall make their VOW directly accessible to the Board, CREA and other Members or their duly authorized representatives for purposes of monitoring/ensuring compliance with applicable rules, regulations, policies and guidelines.
- 15.23 Participants' VOWs may include other appropriate disclaimers necessary or advisable to protect the VOW Participant and/or the Board and CREA from liability.
- 15.24 Registered Buyers' passwords shall be valid for a period no longer than 30 days, after which such passwords must be reconfirmed or changed.
- 15.25 Broker Members and Salesperson Members of VOW Participants may operate VOWs subject to their Principal Broker's consent and control. Both the Principal Broker and the Broker Member or Salesperson Member operating the VOW shall be accountable under these Permissions Management Rules with respect to the operation of any such VOW.

IDX Program Rules

- 15.26 The IDX Data or any portion thereof may not be displayed on any Internet website except an IDX.
- 15.27 Within fourteen (14) days after being requested by the Board or CREA to do so, an IDX Participant must make such changes to its IDX as required by the Board or CREA to resolve any violation of these Permissions Management Rules or any other rules, regulations, policies or guidelines of the Board or CREA.
- 15.28 Listings from the Board shall only be excluded from display on Participants' IDXs based on objective criteria (e.g. type of property, Listed price, and geographical location).