

ORTIS MLS® RULES

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ORTIS MLS® Rules

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Statement of Principles

WHEREAS the Association has adopted these MLS® Rules with the understanding that the 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 Association wishes to ensure there is freedom of choice for the Members and the public they serve, but has adopted certain principles as the basis for representation as outlined in the Association Pledge of Competition;

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

THE Association HAS ENACTED these MLS® Rules, which shall apply notwithstanding any agreement or arrangement to the contrary between a Representative and his Client.

Association Pledge of Competition

Member Boards and Associations of the Canadian Real Estate Association support free and open competition. We believe in the principles embodied in the Competition Act of Canada. Therefore, we adhere to Principles of Competition which include the following:

- **Compensation Members charge for services offered to the public, and the division of those fees among co-operating Members, are solely the choice of those providing the services.**
- **A Brokerage may offer any variety of services e.g. exclusive, open, MLS® listings, etc. Real Estate Boards and Associations accept MLS® listings regardless of the price, compensation, or the division thereof.**
- **Advertising by Members and non-members is subject to the discretion of the individual, as long as it is honest and lawful. We encourage creative, competitive choice in the services advertised to the public.**
- **The business relationships between Brokerages, their salespersons and non-members are theirs to determine. With regard to Board and Association membership, Members may choose for themselves to work full or part time, as long as they remain available to serve the public on a regular basis and provided provincial enabling legislation does not otherwise authorize a limitation of such choice.**

All Members are required to meet uniform and reasonable financial and educational standards. They are required to demonstrate integrity and character necessary to protect the public.

By using the MLS® and REALTOR® trademarks, all member Boards and Associations of the Canadian Real Estate Association proclaim adherence to these principles, designed to preserve free and open competition.

Preface:

In all relationships with fellow REALTORS® and with those Buyers and Sellers involved, whether as Clients or otherwise, the Regulations under the Real Estate and Business Brokers Act, 2002, the REBBA Code of Ethics, and the REALTORS® Code of Ethics must be observed. Where any of the following Rules conflict with any relevant Regulations of the Real Estate and Business Brokers Act, 2002, the REBBA Code of Ethics, or the REALTOR® Code of Ethics, in diminishing order, the Regulations of the Real Estate and Business Brokers Act, 2002, the REBBA Code of Ethics, or the REALTOR® Code of Ethics shall be deemed to be paramount.

ARTICLE I — Definitions and Interpretation

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

- (a) "Act" means the Real Estate and Business Brokers Act 2002 and its regulations, and any successor legislation.
- (b) "Advertising" means promotion 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, which may include but not limited to, electronic device, radio, television, newspaper, flyers, form letters personally addressed or otherwise, computerized telephone messages, or the search results of unattended computer databases or sites.
- (c) "Amendment" means the process by which a Listing Agreement is changed in any way and shall be evidenced by any document used to advise the Association of such change which shall include but not be limited to an Amendment to Listing Agreement form, Assignment of Listing Agreement form, Cancellation of Listing Agreement form and Suspension of Listing Agreement form. The verb "Amend" in its various forms shall have a corresponding meaning.
- (d) "Association" means *insert the Association/Board name*
- (e) "Association Data Entry" means the entering of listing information from the MLS® Data Input Form, Listing Agreement, if applicable, and other data onto the MLS® System database by Association staff.
- (f) "Authorized User" means any Person other than a Member who has been authorized by the Association to access or use any part of the MLS® Database.
- (g) "Broker" means an individual who is registered as a broker in accordance with the Act
- (h) "Broker Member" means a Broker who is a Member.
- (i) "Broker of Record" means the Broker so designated by the Brokerage under the Act.

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- (j) "Brokerage" means a corporation, partnership, sole proprietor, association or other organization or entity that, is registered in accordance with the Act and on behalf of others and for compensation or reward or the expectation of such, Trades in real estate or holds himself, herself or itself out as such.
- (k) "Brokerage Member" means a Brokerage that is a Member.
- (l) "Business Day" means all days other than Saturday, Sunday and statutory holidays in the Province of Ontario.
- (m) "Buyer" means any Person or Persons, or their lawfully authorized representative(s) who is/are participating in a Trade of real estate.
- (n) "Buyer's Representative" means the Brokerage representing the Buyer under a Buyer Representation Agreement.
- (o) "Buyer Representation Agreement" means the representation agreement formed between a Buyer as Client and a Brokerage regarding one or more aspects of an acquisition of property.
- (p) "By-law" means the By-law of the Association.
- (q) "Client" means,
 - i. with respect to a Brokerage and a Trade, a person who, in the Trade, is represented under a Representation Agreement by the Brokerage, and
 - ii. with respect to a Broker Member or Salesperson Member and a Trade in real estate, a person who, in the Trade, is represented under a Representation Agreement by the Brokerage that employs the Broker Member or Salesperson Member, if the Broker Member or Salesperson Member represents the person pursuant to the agreement to whom is owed primary allegiance including good faith, full disclosure, competence, obedience and accounting.
- (r) "Commission Trust Agreement" means the agreement between the Listing Brokerage and a Co-operating Brokerage relating to the receipt and distribution of funds in connection with a real estate transaction.
- (s) "Commission Trust" has the meaning ascribed to it in Article 13, Section 13.01.
- (t) "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 Brokerage has otherwise agreed to receive in trust from a Broker/Salesperson for remittance to a third party on behalf of a Broker/Salesperson, and kept separate and apart from the statutory trust account that a Brokerage is required to maintain for consumer funds.
- (u) "Commission Trust Amount" in any transaction shall be the Commission Trust Amount indicated on the Commission Trust Agreement for that Transaction, provided that if no such

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amount is indicated on the Commission Trust Agreement, the Commission Trust Amount shall be calculated in accordance with the compensation that the Listing Brokerage shall pay to the Co-operating Brokerage, in accordance with Article 3, Sections 3.01 or 3.02, as the case may be, or as agreed to by the Listing Brokerage and Co-operating Brokerage, as provided for in Article 3, Section 3.04.

- (v) "Content" means, but is not limited to, information, comments, opinions, statements, advice, descriptions, data, Images, graphics, audio clips, video clips, icons, attachments, files, links, ideas, or software.
- (w) "Co-operating Brokerage" means a Brokerage that effects the Trade of the property as a Buyer's Representative, or otherwise.
- (x) "CREA" means The Canadian Real Estate Association or any successor organization.
- (y) "Customer" means a Person who is receiving customer service under the terms of a Customer Service Agreement from the Brokerage, or otherwise.
- (z) "Designated Signing Representative" means the individual(s) designated by the Broker of Record of the Listing Brokerage as being permitted to sign documents on behalf of the Listing Brokerage, and the Association shall be advised of such designation.
- (aa) "Direct Data Entry" means the entering of listing information from the MLS® Data Input Form, Listing Agreement, if applicable, and any other data onto the MLS® System database by the Listing Brokerage's office or authorized designate.
- (bb) "Directors" means the Board of Directors of the Association.
- (cc) "Employed" means hired, appointed, authorized, or otherwise arranged to have another individual act on one's behalf, whether by an engagement contract (either oral or written) or by any other contract for service and, without limiting the generality of the foregoing, includes an independent contractor relationship; and "Employ", and "Employs" have a corresponding meaning.
- (dd) "HST" means the tax commonly known as the Harmonized Sales Tax imposed by the *Excise Tax Act (Canada)* as may be amended or replaced from time to time.
- (ee) "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.
- (ff) "Internet" means a network of networks allowing a person with computer access to communicate with others anywhere in the world with the appropriate permissions.
- (ff) "Listing Agreement" means the Representation Agreement, including any Amendment thereto, formed between a Seller as Client and a Brokerage regarding one or more aspects of a Trade in property and shall be evidenced by a duly executed copy of the standard Listing Agreement form prescribed from time to time by the Association.

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- (gg) "Listing Brokerage" means the Brokerage that is a member of CREA and that has listed the property for Trade through the MLS® System.
- (hh) "Managing Broker" means, at the choice of the Brokerage Member:
 - i) the individual who is the Broker of Record of the Brokerage Member, if the Brokerage Member's Broker of Record is a Member; or
 - (ii) a Member in the Employ of the Brokerage Member who has been designated as the Managing Broker for the purpose of the relationship between the Brokerage Member and the Association, whether or not the Brokerage Member's Broker of Record is a Member.

Every Brokerage Member shall advise the Association of whom it has designated as its Managing Broker and shall also immediately advise the Association when that designation changes.

- (ii) "Member" means Brokerage Member, Broker Member or Salesperson Member as defined in these ORTIS Rules.
- (jj) "MLS®" and "Multiple Listing Service®" are two of the MLS® Marks owned by CREA and licensed by CREA.
- (kk) "MLS® Data Input Form" means the data input form, as prescribed by the Association from time to time to be used to obtain and submit property information for an MLS® Listing.
- (ll) "MLS® Listing" means a listing which is listed on the Association's MLS® System database and includes the Listing Agreement portion and any subsequent amendment(s) thereto and the MLS® Data Input Form portion and any subsequent amendment(s) thereto whether or not the Association requires the submission of both the Listing Agreement portion and the MLS® Data Input Form portion.
- (mm) "MLS® Marks" - made up of MLS®, Multiple Listing Service® and the MLS® logos permitted by CREA - are certification marks owned by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's bylaws, rules and policies. The MLS® Marks identify professional services rendered by members in good standing of CREA to effect the purchase and Trade of real estate as part of a "plural system arrangement", also known as a co-operative selling system (the "MLS® services"), in compliance with CREA's by-laws, rules and policies, and the REALTOR® Code of Ethics as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations. The MLS® Marks do not identify or describe a computer database of real estate listings.
- (nn) "MLS® System" means the co-operative selling system operated and promoted by the Association in conjunction with the MLS® Marks. The MLS® System includes an inventory of listings of participating REALTORS®, and ensures a certain level of accuracy of information, professionalism and co-operation amongst REALTORS® to effect the purchase and Trade of real estate.
- (oo) "MLS® System data" means any part of the MLS® System database.

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- (pp) "MLS® System database" means the database of MLS® Listings and Trades operated by the Association for the benefit of its Members and Authorized Users as part of the MLS® System, and includes any and all Content gathered, compiled, stored or published by the Association as part of the MLS® System, in whatever format it is gathered, compiled, stored or published by the Association, and further includes any and all such Content which is made available by the Association to Members and Authorized Users, in whatever format it is disseminated to the Members and Authorized Users.
- (qq) "Offer" means any proposal relating to a Trade or Transaction and "Seller" shall include "lessor" or "optionor" and "Buyer" shall include "lessee" or "optionee" as the nature of the Trade or Transaction may require.
- (rr) "Person" means where applicable an individual, a partnership, a corporation, an organization, and a business.
- (ss) "Property Specific Information" means information about the Real Estate Component itself and aspects of the immediate surroundings that relate directly to the Real Estate Component, including, but not limited to, scenery viewed from the Real Estate Component.
- (tt) "Real Estate Component" means real property, a leasehold, or other Interest in real property less than a fee simple, and a time share agreement with regard to real property. It also includes a moveable dwelling that is designed for use as a permanent residence; and a business, including an interest or share of a business, with or without premises, and the fixtures, stock-in-trade, goods and chattels associated with the business, provided such items are sold in bulk as part of the business operation.
- (uu) "REALTOR®" and "REALTORS®" are two of the REALTOR® Marks controlled by CREA and licensed by CREA. They identify members in good standing of CREA who provide real estate brokerage services (the "REALTOR® services") in compliance with CREA's by-laws, rules and policies, and the REALTORS® Code of Ethics, as amended from time to time, and in compliance with all applicable federal and provincial laws and regulations.
- (vv) "REALTOR® Marks" - made up of REALTOR®, REALTORS® and the REALTOR® logos permitted by CREA - are certification marks controlled by CREA and licensed by CREA pursuant to the terms and conditions set out in CREA's bylaws, rules and policies.
- (ww) "REBBA Code of Ethics" means the Code of Ethics for all Registrants contained in the regulations to the Act, and any successor Code.
- (xx) "Registrant" means a Brokerage, Broker or Salesperson registered under the Act.
- (yy) "Representation" means that relationship between Client and Brokerage wherein the Brokerage is considered in law to represent the Client and "Representative" shall have a corresponding meaning.

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- (zz) "Representation Agreement" means an agreement between a Brokerage and a Client, under which the Brokerage and Client agree that the Brokerage will represent the Client in respect of one or more aspects of a Trade in real estate, and without limiting the generality of the foregoing, Includes a Listing Agreement and a Buyer Representation Agreement.
- (aaa) "Salesperson" means an individual registered as a salesperson in accordance with the Act.
- (bbb) "Salesperson Member" means a Salesperson who is a Member.
- (ccc) "Seller" means every Person:
 - i) registered on title as the owner(s) of the property; and/or
 - ii) having the legal authority to Trade the property; or their lawfully authorized representative(s).
- (ddd) "Show" means the introduction of a prospective Buyer to the Real Estate Component by the act of causing the prospective Buyer, where buildings exist, to examine the Real Estate Component both internally and externally or, where buildings do not exist, to view the grounds and, in either case, the surrounding area, in company with the Member who is attempting to sell the Real Estate Component or by causing such examination of the Real Estate Component by the prospective Buyer under arrangement made with the Listing Brokerage so that it may be done in company with the Seller, and "Shown" and "Showing" have a corresponding meaning.
- (eee) "Special Agreement" means:
 - i) any modification to the Association's form of Listing Agreement, and/or
 - ii) any arrangement or agreement between the Listing Brokerage and the Seller relating to the compensation offered to a Co-operating Brokerage other than the compensation as published by the Association, provided such arrangement or agreement does not render the listing ineligible to be an MLS® Listing, and includes any circumstances under which the compensation offered to a Co-operating Brokerage will be paid or not paid, or that may affect a Member's or Co-operating Brokerage's ability to complete the Trade or earn the compensation offered.
- (fff) "Special Offer Condition" means any arrangement or stipulation between the Listing Brokerage and the Seller relating to the conditions of an offer which should be considered by a Co-operating Brokerage when preparing an offer or agreement to Trade. In the case of multiple representation, a Special Offer Condition exists if there is any arrangement between the Listing Brokerage and the Buyer Client or customer of said Listing Brokerage relating to conditions of an offer which should be considered by a Co-operating Brokerage when preparing an offer or agreement to Trade.
- (ggg) "Subscriber" means an Authorized User who is also a Registrant and a REALTOR® who is a member in good standing of another real estate Association in the Province of Ontario and who meets all eligibility requirements as outlined in the Bylaw.
- (hhh) "Transaction" or Trade" means a disposition or acquisition of, or transaction in real estate by sale, purchase, agreement for purchase and sale, exchange, option, lease, rental or otherwise and any offer or attempt to list real estate for the purpose of such a disposition, acquisition or transaction, and any act, advertisement, conduct or negotiation, directly or indirectly, in

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furtherance of any disposition, acquisition, transaction, offer or attempt, and the verb "Trade" has a corresponding meaning.

- 1.02 Where the terms "written", "in writing", "execute", "executed", or "execution" are used in these ORTIS MLS® Rules, the required action shall be deemed to be satisfied when performed and delivered in person, by mail or courier, by facsimile transmission, or by electronic means as allowed by the Electronic Commerce Act, 2000 and its Regulations, and any amendments thereto.
- 1.03 These ORTIS Rules shall be read with all changes of gender or number required by the context.
- 1.04 WHEREAS the Association has adopted, as its official position, the principle that a Co-Operating Brokerage shall, for the purpose of these ORTIS MLS® Rules, be deemed to be acting as a Buyer's Representative unless such Co-operating Brokerage discloses otherwise. This official Association position does not relieve a Member from full compliance with the Act, the REBBA Code of Ethics, and the REALTOR® Code of Ethics.

ARTICLE 2 — Listing Procedures

- 2.01 The Listing Brokerage shall secure an MLS® Listing signed on behalf of the Listing Brokerage and by the Seller, satisfactory to the Association, and said Listing Brokerage shall be accountable for the Content of that MLS® Listing.
- 2.02 Only listings that comply with the following three pillars of the MLS® Marks shall be listed on the MLS® System database:
 - (a) Only Listing Brokerages may place an MLS® Listing on the MLS® System database.
 - (b) The Listing Brokerage shall act as Representative for the Seller in order to post, amend or remove an MLS® Listing on the MLS® System database. The nature of any additional services to be provided by the Listing Brokerage is determined by agreement between the Listing Brokerage and the Seller.
 - (c) The Listing Brokerage agrees to pay to the Co-operating Brokerage compensation for the co-operative selling of the property. An offer of compensation of zero is not acceptable.
- 2.03 The following are the interpretations of the three (3) pillars of the MLS® Marks, as set out in CREA's by-laws and rules:
 - (a) The Listing Brokerage shall be available to provide professional advice and counsel to the Seller on all offers and counter offers unless otherwise directed by the Seller in writing.
 - (b) The Listing Brokerage is responsible and accountable for the accuracy of information submitted to the Association for inclusion in the MLS® System database (see Section 2.16 below). The Association is responsible for ensuring that the data submitted to it meets reasonable standards of quality.
 - (c) Only REALTORS® are permitted to display the MLS® Marks in signage, advertising etc.

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- (d) Where the Seller directs the Listing Brokerage in writing to do so, the Seller's contact information may appear in the REALTOR® only remarks (non-public) section of an MLS® Listing on the MLS® System database. The Seller's contact information shall not appear on REALTOR.ca or in the general (public) remarks section of an MLS® Listing on the MLS® System database. The Listing Brokerage may include a direction in the general description section on REALTOR.ca or on websites operated by CREA or the Association to visit the Listing Brokerage (and/or listing REALTOR®) website to obtain additional information about the listing (but the nature of such additional information shall not be specified).
- (e) Where the Seller has reserved the right to sell the property himself/herself, that fact shall be specified in the non-public portion of the MLS® System database.

2.04 While all efforts have been made by the Association to ensure that none of the other ORTIS MLS® Rules in this document violate any of the principles in the 3 Pillars and the interpretations of the 3 Pillars set out in Sections 2.02 and 2.03 above, if it is determined by the Association in consultation with CREA, that any of the other ORTIS MLS® Rules in this document violate any of the principles in the 3 Pillars and the interpretations of the 3 Pillars set out in Sections 2.02 and 2.03 above or the Competition Act, they will be amended or deleted as required.

2.05 By submitting an MLS® Listing to the MLS® System the Listing Brokerage:

- (a) represents and warrants to the Association and to all Members that it owns the MLS® Listing and has the authority to cause all content of that MLS® Listing to be published on the MLS® System, and that a valid, MLS® Listing Agreement is in effect between the Seller and the Listing Brokerage.
- (b) shall indemnify and save the Association harmless from any loss to the Association arising out of any claim regarding the Listing Agreement, the MLS® Data Input Form and/or publication of the MLS® Listing on the MLS® System. This applies regardless of any agreement between the Listing Brokerage and the Seller that attempts to waive or shift the responsibility for the accuracy and/or completeness of the MLS® Listing and all matters that make up the MLS® Listing or any information submitted to the Association for inclusion in the MLS® System database to the Seller or any other Person.

2.06 The following are the rules regarding multi-media URL's:

- (a) All multi-media URL's must be limited to Property Specific Information which may include surrounding amenities; and no advertising of private Trades is permitted on those URL's, including Seller contact information.
- (b) All multi-media URL's must be limited to their respective fields and shall comply with the CREA MLS® Technology Council's multi-media Policy.
- (c) Webpages linked directly from the MLS® System through multi-media URL's shall not indicate where private Trade Information can otherwise be located.
- (d) Webpages linked directly from the MLS® System through multi-media URL's or 'REALTOR® Website' links shall not automatically redirect users to a third party site.
- (e) The listing REALTOR® or Listing Brokerage website may be linked directly from REALTOR.ca through the 'REALTOR® Website' link that appears on REALTOR.ca feature sheets, but this

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specific webpage of the REALTOR® or Brokerage website shall not display Seller contact information. As well, members may include in the public remarks a comment to "see my website for further information" without specifying the nature of such additional information.

- 2.07 In addition to the provisions of Sections 2.02, 2.03, 2.04, and 2.05 above and without limiting the generality of the other provisions contained in these MLS® Rules, a Listing shall not be accepted by the Association as an MLS® Listing if:
- (a) it excludes any Members from showing the property; and/or
 - (b) it excludes any Members from acting as Co-operating Brokerages; and/or
 - (c) all mandatory data input fields have not been completed; and/or
 - (d) it is not Immediately available for showings and the registration of offers; and/or
 - (e) it is not immediately available for the Presentation of Offers, except where the Listing Agreement is accompanied by an OREA Form 244 (Seller's Direction re: Property/Offer) or equivalent, fully executed in relation to that part of the form dealing with the Presentation of Offers and attached as a Schedule to said Listing Agreement. Notice of such restrictions must be disclosed in the REALTOR® Remarks of the MLS® System.
 - (f) it includes disclaimers of responsibility by the Listing Brokerage 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; and/or
 - (g) it Includes any instruction from a Seller that would relieve the Listing Brokerage or any other Brokerage of any obligation under these MLS® Rules
- 2.08 Further to 2.07(e), should the Seller rescind a restriction pertaining to the presentation of Offers and/or, consider any preemptive Offers, the Listing Brokerage shall immediately provide reasonable notice (preferably written) to all parties who have expressed an interest in the property of the change to the Offer process including those who have booked viewing appointments, have viewed the property, have informed the brokerage or listing representative that they will be submitting an Offer on the property, or have submitted an Offer or an Offer summary sheet on the property. The Listing Brokerage shall complete the Seller's revised written direction on the Association's Form, or as otherwise authorized, and make the corresponding changes immediately to the "REALTOR® Remarks" field.
- 2.09 The Listing Brokerage shall be a Brokerage Member or a Brokerage that is a member of a real estate association that is a signatory to an agreement with the Association to accept and publish Listings on the MLS® System, subject to the provisions of Article 2, Section 2.01.
- 2.10 In cases where an MLS® Listing:
- (a) has a Special Offer Condition; and/or,
 - (b) includes any Special Agreement;
- the existence of such Special Offer Condition or Special Agreement must be identified in the non-public section of the MLS® Listing. The precise terms of any such Special Agreement or Special Offer

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Condition shall be provided in writing to other Members and Co-operating Brokerages immediately upon request.

- 2.11 Only the Association's approved forms shall be used for MLS® Listings to be serviced through the MLS® System.
- 2.12 Forms made available by the Association are protected by copyright law and may only be used by Members and Authorized Users as specifically authorized by these ORTIS MLS® Rules or in writing by the Directors. In no instance may any such form be sold or distributed to any third party.
- 2.13 Since there are areas within the MLS® Data Input Form where the Listing Brokerage may insert its contact information, including but not limited to, an area of the form where the Listing Brokerage may insert virtual tour information and electronic links, including URL's (if any), then subject to and without limiting the generality of Section 2.03 above:
 - (a) only comments which provide pertinent information concerning the property shall be permitted in the public remarks section of any MLS® Listing (ie. "Call me" is prohibited); and
 - (b) only comments which provide pertinent information concerning the property, the showing of the property, the transaction or other factors (excluding remuneration) impacting Co-operating Brokerages shall be permitted in the non-public remarks section of any MLS® Listing.
- 2.14 Every Image submitted to the MLS® System shall prominently feature the Property Specific Information, including surrounding amenities, relating to the MLS® Listed property which shall not include advertising or marketing messages with the exception of architectural drawings, floor plans, maps, aerial or distance photos relating to the property, of which a label is permissible, such as measurements.
- 2.15 At least one image must accompany the listing in order for the listing to be published in the MLS® System. The main image must be of the property or from the property. No photos shall contain for sale signs, Brokerage/Salesperson/team logos or business cards as a photograph.
- 2.16 The Association acts solely as publisher of the MLS® System database and:
 - (a) is not obligated to or responsible for reviewing the accuracy, the completion/completeness and/or propriety of any MLS® Data Input Form or Listing Agreement, and
 - (b) whether the MLS® Listing is handled by Association Data Entry or Direct Data Entry, the Association is not responsible for the accuracy, the completion/completeness and/or the propriety of any MLS® Listing on the MLS® System.
- 2.17 Members shall not rely exclusively on the information in the MLS® Listing as published by the Association when such information is pertinent to the Member's Client or Customer, and it can be practicably verified from an independent source.
- 2.18 When a Member submits an MLS® Listing to another real estate association for publication on that association's Multiple Listing Service®, the Member shall be solely responsible to ensure that the other association is notified of any changes to that MLS® Listing, and report of any Trade.

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Information submitted to another real estate association shall be provided on the form and in the process required by the other association.

- 2.19 Without limiting the generality of the foregoing, the Association may require the Listing Brokerage to deliver copies of any information concerning an MLS® Listing to the Association, immediately upon the request of the Association. Information regarding total compensation may be redacted. Failure to provide a Listing Agreement and completed MLS® Data Input Form when requested may result in an automatic fine and/or cause a complaint to be forwarded to the Association's professional standards committee.
- 2.20 Using the processes required by the Association and not later than 11:59 p.m. on the Business Day following the commencement date of the MLS® Listing, the Listing Brokerage shall:
 - (a) deliver the MLS® Listing directly to the Association for Association Data Entry, or
 - (b) enter said MLS® Listing by Direct Data Entry
- 2.21 Any MLS® Listing which fails to meet the requirements set out in these MLS® Rules may be deactivated in the MLS® System database. In such instances, the MLS® Listing will be re-activated only when the necessary information is provided to the Association.
- 2.22 The information relating to an MLS® Listing which has yet to be processed or published by the Association shall be given by the Listing Brokerage to any Registrant, upon request. If it is part of the arrangement between the Listing Brokerage and the Seller, and in the event where an Offer is registered before notice of the MLS® Listing or any Amendments thereto have been circulated through the MLS® System to Members, the Co-operating Brokerage with the Offer shall be supplied the information with or without a request from the Co-operating Brokerage.
- 2.23 Using the processes required by the Association and not later than 11:59 p.m. on the Business Day following the amendment date of the Amendment to Listing Agreement form, the Listing Brokerage shall update the MLS® System Listing with any change in price, terms or conditions of Trade.
- 2.24 An MLS® Listing may be extended to a new expiry date provided that before the current expiry date, the Listing Brokerage has received a copy of the Amendment on the Amendment to Listing Agreement form, duly signed on behalf of the Listing Brokerage and the Seller.

Using the processes required by the Association and not later than 11:59 p.m. on the Business Day following the amendment date of the Amendment to Listing Agreement form, the Listing Brokerage shall update the MLS® System Listing with the updated content.

Should the reduction of the term of the MLS® Listing cause the MLS® Listing to be expired, a properly executed cancellation of Listing Agreement form will be required.

- 2.25 The price of any MLS® Listing must be shown in Canadian Funds only.
- 2.26 The Seller of the property may be provided with a copy of the MLS® Listing as produced by the Association provided that the Association is provided with sufficient information to identify the Seller.
- 2.27 All properties which are to be Traded separately shall be listed individually.

- 2.28 Using the processes required by the Association, when a Listing Brokerage requires more than one MLS® Listing type for a given property, it shall complete an MLS® Data Input Form for each respective MLS® Listing type.
- 2.29 Listings that relate to assignments of unconditional Trades will be accepted on the MLS® System only under the following conditions:
- i. The listing is identified as being an Assignment by using the appropriate field in the MLS® System.
 - ii. The Listing Brokerage is solely responsible for the accuracy of the information and for ensuring that should an Assignment Agreement be consummated, the requirements of the underlying Agreement of Purchase and Sale, whether amended or otherwise, are met.
 - iii. Where an Assignment Listing relates to an agreement to purchase a property that is under construction, the property must be, or under the terms of said agreement will be, registered under the Tarion New Home Warranty Program; and the listing will be deemed to be acceptable only where:
 - 1. the builder can demonstrate that they can obtain title to the property no later than the completion date of the original agreement, and
 - 2. the listing states clearly the terms under which the assignment can be valid (ie. time constraints, fees/charges), and
 - 3. the agreement with the builder is unconditional, and
 - 4. the Assignment Listing is signed by the Buyer of the original agreement.
 - iv. Where an Assignment Listing relates to an agreement to purchase an existing property, the listing will be deemed to be acceptable only where:
 - 1. The Agreement of Purchase and Sale is unconditional, and
 - 2. The listing states clearly the terms under which the assignment can be valid (ie. time constraints, fees/charges), and
 - 3. the Assignment Listing is signed by the Buyer of the original agreement.
 - v. Assignments are to include all rights and obligations including chattels, fixtures and rental items of the original agreement
- 2.30 The Listing Brokerage shall communicate to the Association if the Seller has elected according to the terms of Article 14 not to permit display of the listing or property address on the Internet or not to permit third-party comments or automated valuations. Before doing so, the Listing Brokerage shall procure the Seller's signature on the Seller Opt Out Form (Appendix A) which shall be attached as part of the listing agreement:

ARTICLE 3 - Compensation

ORTIS MLS® Rules

- 3.01 Listings being submitted through the MLS® System shall state the compensation that the Listing Brokerage shall pay to the Co-operating Brokerage in accordance with the provisions of Article 2, Section 2.19.
- 3.02 If it becomes necessary for any reason for the Listing Brokerage to alter the compensation offered to any Co-operating Brokerage or the listing price, the information must be circulated through the MLS® System database and the fully executed Amendment to Listing Agreement form shall be retained by the Listing Brokerage, in accordance with Article 2, Section 2.19.
- 3.03 Where the compensation to be offered to a Co-operating Brokerage is specified under the terms of Sections 3.01 or 3.02 above, the Listing Brokerage shall be required to pay the Co-operating Brokerage such compensation unless such compensation is modified by agreement in writing between the Co-operating Brokerage and the Listing Brokerage.
- 3.04 Where it is part of the arrangement between the Listing Brokerage and the Seller, it shall be the responsibility of the Listing Brokerage to collect the compensation owing on completed Trades and pay the share to the Co-operating Brokerage within seven (7) days of receipt.
- 3.05 Where the full compensation is not received by the Listing Brokerage, and where the Co-operating Brokerage is entitled to a share of the compensation to be paid by the Seller and not from the Buyer pursuant to a Buyer Representation Agreement or Buyer Customer Service Agreement, the following provisions shall apply:

The Brokerage involved in the transaction are encouraged to find mutually agreeable solution withing (60) days from the date of closing. During these 60 days the Listing Brokerage has the right to:

- a) Commence legal action against the seller to:
 - i) recover the full compensation; or
 - ii) recover compensation adequate to pay the full amount of compensation owing to the Co-operating Brokerage; or
- b) pay the full amount of compensation owing to the Co-operating Brokerage.

While seeking a mutually agreeable resolution the following guidelines should be used:

- (a) Where the compensation is paid in stages, each stage shall be treated as though it is an independent transaction.
- (b) The Listing Brokerage shall provide to the Co-operating Brokerage a copy of all information available to demonstrate that due diligence was performed by the Listing Brokerage and their Broker/Salesperson, to ensure there will be sufficient funds from the transaction to pay the commission in accordance with the MLS® Listing on closing.
- (c) The Listing Brokerage shall provide to the Co-operating Brokerage a summary of any and all supporting documentation or reasons as to why there is a commission shortfall.

In the event the Listing Brokerage fails to commence such legal action or pay such amount within such time, or, having commenced legal action within such time fails to continue or to diligently pursue such claim, settlement and/or collection, the Co-operating Brokerage shall

have the right to do so. Upon receipt of a written notice from the Co-operating Brokerage of its intent to exercise its rights herein, the Listing Brokerage shall assign its rights under the Listing Agreement and shall co-operate fully, but at the expense of the Co-operating Brokerage, to make available to the Co-operating Brokerage all pertinent information and witnesses under the Listing Brokerage's control and to make such other assignments and take such other steps as in the opinion of counsel for the Co-operating Brokerage are necessary to enable the Co-operating Brokerage to pursue such claim, settlement and/or collection against the Seller.

In such event, any losses or costs incurred by the Co-operating Brokerage in pursuing such claim, settlement and/or collection against the Seller shall be the sole responsibility of the Co-operating Brokerage, and the Listing Brokerage waives any and all rights to any monies collected by the Co-operating Brokerage, which shall have the right to all monies collected even if greater than the sum of its costs and its share of the full compensation.

In the event brokerages are unable to reach a mutual agreement and neither party has commenced legal action against the seller the matter may be referred to the arbitration committee.

- 3.06 Where any compensation is paid as a result of the holdover clause in the Listing Agreement, such compensation shall be paid as set out in this Article 3.

ARTICLE 4 — Permissions Management Rules

- 4.01 All Members shall abide by the policies as set out and amended from time to time by CREA regarding the use of DDF.

ARTICLE 5 — Trading Procedures

- 5.01 All Members shall co-operate with each other in a professional manner when carrying out all negotiations on behalf of their respective Clients and Customers. Negotiations with the Client for the showing and/or the negotiations concerning a listed property shall be conducted through the Member who is acting as their Representative in the case of Clients, and in the case of Customers, with the Brokerage with the "Buyer Customer Service Agreement", except under the following circumstances:
- (a) the Listing Brokerage gives the Co-operating Brokerage specific authority to negotiate directly with his or her Client; or
 - (b) the Co-operating Brokerage gives the Listing Brokerage specific authority to negotiate directly with his or her Client or Customer.

ARTICLE 6 — Appointments

- 6.01 Where it is part of the arrangement between the Listing Brokerage and the Seller:
- (a) appointments to show properties shall be made through the Listing Brokerage or otherwise, as indicated on the MLS® System; and
 - (b) the Listing Brokerage shall book all appointments for REALTORS® without delay; and

- (c) the Seller may suspend showings once there is an accepted offer.
- 6.02 If a Member is unable to keep an appointment, the Listing Brokerage shall be advised, or the Seller or Tenant shall be advised in a manner consistent with the arrangement between the Listing Brokerage and the Seller.
- 6.03 The Association 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.

ARTICLE 7 — Trading Regulations

Solicitation Regulations

- 7.01 Subject to Members' compliance with the Act, including the REBBA Code of Ethics, as well as other relevant laws, and the REALTOR® Code of Ethics:
 - (a) When Members are contacted by the Client of another Member 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 they might enter into a future Representation Agreement.
 - (b) The ORTIS MLS® Rules noted in Sub-sections 7.01 (a) above do not preclude Members from making general announcements, messages or advertisements (hereinafter referred to as "general announcements" or "announcements") to prospective Clients describing their services and the terms of their availability even though some recipients may have entered into Representation 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 Representation Agreement.
 - (c) Members, prior to entering into a Representation Agreement, have an affirmative obligation to make reasonable efforts to determine whether the potential Client is subject to a current and valid Representation Agreement to provide the same type of real estate service.
 - (d) This rule does not preclude a Member from contacting the Client 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 real estate service currently being provided (e.g. property management as opposed to brokerage). Information obtained through the MLS® System database shall not be used to target Clients of other Brokerages to whom such offers to provide services may be made.

Other Trading Rules

- 7.02 No Member shall advertise any MLS® Listing at any price other than the price as listed with the Association, subject to notice requirements in Article 2, Section 2.20.
- 7.03 Signs placed on properties listed on the MLS® System may have attached thereon such MLS® Marks and REALTOR® Marks as are authorized by CREA from time to time.

ORTIS MLS® Rules

- 7.04 Signs placed on properties that are listed on the MLS® System shall reflect the current status of that MLS® Listing as either "For Sale" or "Sold" or "For Lease" or "Leased" as the case may be.
- 7.05 The use of keys or other entry systems shall only be permitted by Members for the purpose of accessing properties or showing properties to prospective Buyers. Unauthorized use of keys or other entry systems constitutes a breach of this rule. For the purpose of this Section 7.05, the following shall be considered an unauthorized use:
- (a) the making of duplicate keys from the one obtained; and/or
 - (b) failing to return the key to the Listing Brokerage by the agreed upon time; and/or
 - (c) the turning over of the key or information on the entry system to any individual not authorized by the Listing Brokerage to receive such information; and/or
 - (d) use of a key or entry system code issued for a different appointment; and/or
 - (e) failing to secure the property after using the key or entry system code.
- 7.06 Unless otherwise agreed to in writing by the Seller, a Listing Brokerage shall ensure that a Registrant accompanies a non-Registrant during the entire period said non-Registrant is on the property.

The Procurement Rule

- 7.07 The following are the rules that relate to a Member acquiring a Buyer as a Client or Customer:
- (a) The following shall not constitute a "showing" of the property:
 - i) the placing of a sign; and/or
 - ii) a prospective Buyer attending an open house where a Member is not in attendance and does not make personal contact with the prospective Buyer; and/or
 - iii) the advertising, by any means, of the property for sale; and/or
 - iv) a prospective Buyer attending a property without a Member.
 - (b) Where a property is shown by one Member to a prospective Buyer and the same property is ultimately Traded by another Member to the same prospective Buyer, the Brokerage Member obtaining the acceptable offer to Trade shall be the Brokerage Member by whom the compensation 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 Sub-section 7.07(d) below.
 - (c) Where a property is shown by one Member to a prospective Buyer, no other Member shall attempt to obtain an offer to Trade the same property from the same prospective Buyer by unethical means, including but not limited to those unethical practices described in Sub-section 7.07 (d) below. This does not preclude a Brokerage Member from entering into a Buyer Representation Agreement with such Buyer provided the Brokerage Member did not use any unethical means or engage in any unethical acts to obtain the Buyer Representation Agreement, including, but not limited to, those unethical practices described in Sub-section 7.07 (d) below.
 - (d) It shall be unethical for a Member to:

- i) ignore the existence of an existing Representation Agreement or induce or attempt to induce a breach of such Representation Agreement with another Brokerage for the purpose of having a Client deal with the Member regarding the same property or type of property for which the Client is already committed under the existing Representation Agreement. Having no knowledge of the existence of an existing Representation Agreement will not be permitted as a defense to this unethical conduct if the Member did not take reasonable steps to determine whether the Client was subject to an existing Representation Agreement; and/or
- ii) suggest to a prospective Buyer that he or she be shown properties by other Members, with the intention or instruction, or implied intention or instruction, to return to the first Member for submission of any offer to Trade any one of such properties.

ARTICLE 8 - Presentation of Offers on MLS® Listed Properties

- 8.01 Offers must include the names of both Listing and Co-operating Brokerages and the names of the respective Registrants in the information on Brokerages portion, or otherwise shown in the offer.
- 8.02 Where it is part of the arrangement between the Listing Brokerage and the Seller, the complete execution of a Confirmation of Co-operation and Representation form shall precede the presentation of any offer and shall include the name of the Seller and Buyer.
- 8.03 If it is part of the arrangement between the Co-operating Brokerage and the Buyer, a Registrant employed by the Co-operating Brokerage shall have the right to be present when the offer is presented by the Listing Brokerage to the Seller, unless the Seller directs otherwise. If it is part of the arrangement between the Listing Brokerage and the Seller, a Registrant employed by the Listing Brokerage shall have the right to be present when any counter-offer is presented by the Co-operating Brokerage to the Buyer, unless the Buyer directs otherwise. However, this does not mean that the Registrant may be present during subsequent discussions between the other Registrant and their Seller or Buyer, as applicable.

ARTICLE 9 - Reporting of Trades

- 9.01 All notices to be provided to the Association shall be provided by the Listing Brokerage.
- 9.02 It is the responsibility of all Members to ensure that notice of conditional or unconditional Trades of MLS® Listings shall be reported to the Association and in the manner required by the Association, no later than 11:59 p.m. on the Business Day following receipt of the deposit. Members shall not be permitted to avoid these notice obligations to the Association by, for example, cancelling an MLS® Listing between receipt (or anticipated receipt) and acceptance of an offer, or encouraging a Seller to do so.
- 9.03 When a condition has been fulfilled or renewed or when any other change occurs on a conditional or unconditional Trade of an MLS® Listing, the MLS® System shall be updated in the manner required by the Association and no later than 11:59 p.m. on the Business Day following the change.

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- 9.04 The report of conditional Trades of MLS® Listings shall include the expiry date of the last of the condition(s) and the term of the escape clause.
- 9.05 The report of an unconditional Trade of MLS® Listings shall include the date of the unconditional Trade, the completion date, the name of the Co-operating Brokerage and Co-operating Salesperson and such other information as required by the Association from time to time.
- 9.06 If the Trade of any MLS® Listing previously reported in accordance with this Article 9 is not completed, that information shall be submitted to the Association through the Listing Brokerage, not later than 11:59 p.m. on the Business Day following receipt of the information.
- 9.07 The Listing Brokerage, and the Co-operating Brokerage, as the case may be, by submitting a Trade to the MLS® System, shall indemnify and save the Association harmless from any claim against the Association resulting from the publication of the Trade on the MLS® System.

ARTICLE 10 - Ownership, Copyright, Access to and Use of the MLS® System database, MLS® System data, and Other Association Publications

Ownership

- 10.01 The MLS® System and the MLS® System database are protected by copyright laws and are owned by the Association. The MLS® System, MLS® Marks and MLS® System database are licensed products for the exclusive access to and use of Members and Authorized Users, and any unauthorized access to or use of the MLS® System data is prohibited. The right to access, use, reproduce or download the MLS® System data is subject to the authority of the Association to permit or prohibit specific uses and is limited to the specific uses permitted by the Directors from time to time.
- 10.02 In this Article 10, use of the MLS® System database or MLS® System data means use of any description, including, but not limited to, reproduction, downloading or extraction.
- 10.03 The Member shall advise and obtain the Client's authorization that:
- (a) all information concerning the Representation Agreement, the properties affected thereby and the Trades thereunder shall be available to all Members and their Clients and Authorized Users, and may be used by the Association for the benefit of Members; and
 - (b) the Association may, at its option, advertise in any medium, including the Internet, any properties listed on the MLS® System database; and
 - (c) The Association and its Members may compile, retain and distribute the listing information, and may compile, retain, and publish any statistical analyses, including historical MLS® System data based on such information.
- 10.04 The Association 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® System or the MLS® System database, including, but not limited to, computer failure or interruption, computer programs used to access the MLS® System database, late or non-delivery of printed materials, or negligence.

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- 10.05 Members and Authorized Users shall comply with, observe, and be bound by all restrictions, copyright notice or other limitations of access to the MLS® System and the MLS® System database and use thereof as may be adopted by the Directors from time to time.

Authorized and Unauthorized Use

- 10.06 The MLS® System data is confidential and shall not be sold or distributed to unauthorized Persons or used in any unauthorized manner.
- 10.07 Members and Authorized Users are authorized to access the MLS® System data to assist them in preparing presentations for and representing their Client or a specifically Identified Customer in a Trade.
- 10.08 Members and Authorized Users are not authorized to:
- (a) use MLS® System data for the purpose of populating another listing service or other database; and/or
 - (b) alter, modify or reformat the MLS® System data in any way whatsoever except by individuals authorized by the Listing Brokerage and as authorized by the Association.
- 10.09 The use of MLS® System data shall:
- (a) reflect accurate and current information as contained in the MLS® System database (including accurate type and style of home being offered for Trade (e.g. detached, semi-detached, link, duplex, back-split, etc.) to not mislead members or public); and
 - (b) include the name of the Listing Brokerage where applicable; and
 - (c) include the MLS® Marks, where applicable.
- 10.10 Any Advertising using statistics based in whole or in part on MLS® System 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® System data owned by the Association covering the period 'date' through 'date'.
- 10.11 Authorized use of the MLS® System database is not transferable to any Person for any reason.
- 10.12 A Member or Authorized User shall not extend access to, or use of the MLS® System database to anyone not specifically authorized by the Association to access or use the MLS® System database.
- 10.13 No use is "unauthorized" if consented to in writing by the Association. Anyone requesting such consent is required to meet all eligibility requirements, and agree to such undertakings, terms and conditions as established by the Association and to execute any agreements in the form provided by the Association.

Access

- 10.14 Personal computer access codes and passwords are for the individual's sole and exclusive use and shall only be used by Members and Authorized Users in accordance with this Article 10. The sale, distribution or disclosure of access codes and passwords to any unauthorized user or the use of such access codes and passwords for any other purpose is prohibited.

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- 10.15 Computer software used to access MLS® System data shall be used only by Members and Authorized Users in accordance with this Article 10. Selling or redistributing such programs to any unauthorized user or use of such programs for any other purpose is prohibited.
- 10.16 The Managing Broker of each Brokerage Member shall notify the Association no later than 11:59 p.m. on the Business Day following the day when any Member or Authorized User in their Employ who has been provided with Access Codes and/or Access Programs ceases to be Employed by the Brokerage Member.
- 10.17 The Association may enter into agreements with Subscribers. A Subscriber may be granted full or limited access to and use of the MLS® System database and the MLS® System data under the following terms and conditions:
- (a) The Subscriber shall submit a completed application form.
 - (b) The Subscriber shall pay in advance the appropriate amount as determined by the Directors of ORTIS from time to time for the services selected.
 - (c) The Subscriber shall agree to be subject to and bound by these ORTIS MLS® Rules, and any policies relating to the MLS® System as they may exist from time to time.
 - (d) The Subscriber shall not be entitled to receive any other services of the Association, to receive notice of or attend meetings or vote thereat, or to serve on any committees or as a Director.
- 10.18 The Association and ORTIS Directors may, in their sole discretion, deny a Subscriber's application at any time for any reason.
- 10.19 The Association and ORTIS Directors may terminate any Subscriber at any time with ninety (90) days' notice without cause.
- 10.20 The Association and ORTIS Directors may, in their sole discretion, terminate any Subscriber without notice or explanation if, in the sole opinion of the Directors, the Subscriber's access to or use of MLS® System data or the MLS® System database is unauthorized.

Remedies

- 10.21 Any theft, sabotage, unauthorized use of, or unauthorized access to the MLS® System database or MLS® System data constitutes a breach of these ORTIS MLS® Rules and shall be dealt with in accordance with the provisions of the By-law.
- 10.22 Notwithstanding any fines and/or penalties imposed by the Association, the Association reserves the right to seek any and all redress and remedies available to it in a civil action against the Person and/or any Member permitting the access to or use of the MLS® System database by an unauthorized individual.
- 10.23 In addition to the Association's rights and remedies set out in Section 10.21 above, the Association reserves the right to immediately terminate a Member's or an Authorized User's access, without notice, in the event of any unauthorized use of, and/or granting unauthorized access to, the MLS®. System database or any other breaches of the provisions of this Article 10.

Association's Website

- 10.24 Members may "link" to the public portion of the Association's website from their own websites.
- 10.25 The MLS® System database, or any portion thereof, shall not be used as a "frame" on a Member's website. (e.g. the MLS® System database must not appear to reside on the Member's website, making it look as if the MLS® System database is the Member's.)
- 10.26 The Association is not responsible for the contents of any off-site pages or any other sites linked to their sites. (e.g. maintenance of the Member's website is the responsibility of the Member).
- 10.27 All of the restrictions contained in this Article 10 that relate to the authorized and unauthorized use of, and access to, the MLS® System database apply equally to any portion of the MLS® System database which can be obtained from the Association's website.
- 10.28 The Association has or may become a signatory to one or more agreements with other real estate associations in the Province of Ontario or with the Ontario Real Estate Association (OREA). Pursuant to these agreements, Members may have the right, on an individual basis, to obtain MLS® services and/or data from such other association(s) (such as the right to place MLS® listings). The Association recognizes that in order for Members to obtain such information or services from the other association(s), Members will enter into contracts, on an individual basis, with the other association(s). Such contracts will provide rules for the use of the MLS® services and/or data provided by such other association(s).

If a Member breaches the terms of a contract with such other association(s), the breach shall be deemed to be a breach of these ORTIS MLS® Rules and shall be dealt with in accordance with the provisions of the Associations professional standards and discipline procedures as set out in the By-law.

ARTICLE 11 — Privacy Compliance Requirements

- 11.01 In addition to all other requirements contained in these ORTIS MLS® Rules, when dealing with any property that is the subject of an MLS® Listing, all Listing Brokerages and Co-operating Brokerages shall obtain the consent of their Clients and/or Customers that is required by the national Privacy Code or is otherwise required by law in order for the Association to collect, use and disclose the listing, Trade and purchase information regarding the property and the transaction on the MLS® System within the MLS® System database.
- 11.02 Immediately upon request by the Association, a REALTOR® shall provide the Association with proof of the consent described in Section 11.01 above from the REALTOR'S® Client or Customer in regard to any property that is the subject of an MLS® Listing for which the REALTOR'S® Client or Customer is the Seller or Buyer.
- 11.03 Association 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 Client or a specifically identified customer in a Trade. The compilation, sale, redistribution or use of Member Lists for any other purpose is prohibited.

ARTICLE 12 - Breaches and Penalties

- 12.01 Failure to comply with these ORTIS MLS® Rules shall be dealt with in accordance with the professional standards and disciplinary procedures of the Association, as well as any other remedies available to the Association as set out in these ORTIS MLS® Rules, except failure to comply with the following Articles, which shall be dealt with by the levying of administrative fees in the amounts determined by the Directors from time to time: Article 2, Sections 2.06, 2.13, 2.14, 2.15, 2.23, 2.24; and Article 9, Sections 9.02, 9.03 and 9.06.
- 12.02 Notwithstanding the fact that throughout these ORTIS MLS® Rules, there are certain obligations placed upon the Brokerage Members, such that if a rule or regulation is not complied with, the Association may, by following the Association's professional standards and discipline procedures as set out in the By-law, prosecute, and if warranted discipline, the Brokerage Member, the Brokerage Member's Managing Broker and/or the Broker Member(s) and/or the Salesperson Member(s) Employed by the Brokerage Member who is (are) responsible for such non-compliance.

ARTICLE 13 - Commission Trust

- 13.01 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 HST on any of the foregoing, in connection with the Transaction 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.
- 13.02 At the same time as an offer for a Transaction 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 Transaction. For the purposes of this Section 13.02, Listing Brokerage and Co-operating Brokerage shall include a Broker or Salesperson representing the Listing Brokerage or Co-operating Brokerage, as the case may be.
- 13.03 Following the completion of the Transaction 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 compensation is not received by the Listing Brokerage, the provisions of Article 3, Section 3.05 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 3, Section 3.06 shall apply to the payment of the Commission Trust funds to the Co-operating Brokerage.

- 13.04 The Listing Brokerage and Co-operating Brokerage shall each retain a copy of any Commission Trust Agreement for a period of no less than six (6) months following the completion of the Transaction and shall provide the Association with a copy of any such Commission Trust Agreement within fifteen (15) days of a request (provided the Association has received a written complaint necessitating the requisition of said Commission Trust Agreement).
- 13.05 Subject to the provisions of the Act, the Listing Brokerage shall maintain proper books and records with respect to all transactions concerning the Commission Trust Account. Commission or other compensation payable by Sellers or other Persons shall be shown 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 Transaction shall be shown as payables of the Commission Trust.
- 13.06 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 Transaction 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 Transaction, 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.
- 13.07 For clarity, this Article 13 is subject to the terms and conditions of the Listing Agreement between the Listing Brokerage and the Seller. For example, if pursuant to the Listing Agreement, the Listing Brokerage will not be in receipt of any funds from the Seller (except for any fee to list the property on the MLS® System) or if the Seller has agreed to pay compensation directly to another Brokerage in connection with the Trade of the property, the provisions of this Article 13 will not apply to said Transaction.

ARTICLE 14 – Electronic Display of Listings of Other Members (VOW and IDX)

14.1 Definitions. The following definitions apply to this Article.

- (a) "Affiliated Technology Partner" (ATP) refers to an entity or person a Member designates to operate a VOW or IDX on behalf of the Member, subject to the Supervising Brokerage's supervision, accountability, and compliance with these Regional MLS® Rules. No ATP has independent membership or access rights to the MLS® System by virtue of its right to receive information on behalf of an IDX Operator or VOW Operator. No ATP has the right to use MLS®

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System data, except in connection with operation of an IDX or VOW on behalf of one or more Members. Access by an ATP to MLS® System data is derivative of the rights of the Member on whose behalf the ATP operates an IDX or VOW.

- (b) “IDX Content” refers to that subset of the VOW Content relating to Listing records where the Listing Brokerage consents to IDX display and including those fields of data the Association designates in its discretion for display in IDX.
- (c) “IDX Customer” is a consumer who visits an IDX.
- (d) “IDX Operator” is a Member that operates an IDX.
- (e) “Internet Data Exchange” or “IDX” is an Member’s Internet website or other facility for displaying MLS® System data (including mobile applications), or a feature of such a facility, through which the Member is capable of Advertising the Listings of other Brokerages by limited electronic display, with consent from Listing Brokerages provided under these Regional MLS® Rules, and subject to the Supervising Brokerage’s oversight, supervision, and accountability.
- (f) “Supervising Brokerage” is a Brokerage Member that is an IDX Operator or VOW Operator or the Brokerage Member affiliated with an IDX Operator or VOW Operator (whether Broker Member or Subscriber Member Party).
- (g) “Subscriber Member Party” is a Salesperson Member or Broker Member who is also a registrant and a REALTOR®
- (h) “Virtual Office Website” or “VOW” is a Member’s Internet website or other facility for displaying MLS® System data (including mobile applications), or a feature of such a facility, through which the Member is capable of providing real estate brokerage services to VOW Customers, where the VOW Customer has the opportunity to search MLS® System data, subject to the Supervising Brokerage’s oversight, supervision, and accountability.
- (i) “VOW Content” refers to the Content in the MLS® System Data, including any archived data, with respect to homes for sale, sold pending- homes, , expired, suspended or cancelled listings, and offers of commission from Listing Brokerage to prospective Co-Operating Brokerages. VOW Content does not include any of the following:
 - (i) The agreed-upon sale price of a Transaction if the closing of the Transaction is contingent upon conditions being satisfied or waived.
 - (ii) Any listing record or property addresses of any Seller who has affirmatively directed the Listing Brokerage to withhold the Seller’s listing or property address from display on the internet and where the Listing Brokerages has communicated that fact to the Association pursuant to Section 2.30.
 - (iii) Any Seller’s name and remarks or instructions intended for Members only, including security information, instructions for access, when the home will be empty or occupied, the Seller’s mortgage information and personal information about the Seller and residents of the home.
 - (iv) Other records and fields of Content the Association designates in its reasonable judgment as “confidential” and of which the Association prohibits disclosure by Members through any means, whether electronic or print.
- (j) “VOW Customer” is a consumer who is the Client or Customer of a Supervising Brokerage. For a consumer to be a VOW Customer, the Supervising Brokerage must first establish with that consumer a lawful broker-consumer relationship (as defined by law), including (i) completion of all actions required by law in connection with providing real estate brokerage services to Clients and Customers, and (ii) satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.

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- (k) “VOW Operator” is a Member that operates a VOW.
- 14.2 Members authorized to operate IDXs and VOWs. Any Member who complies with these Regional MLS® Rules may operate IDXs, VOWs, or both. IDXs and VOWs can be separate or operate in combination with each other as, for example, when a consumer visits an IDX, forms a relationship with the Supervising Brokerage, and proceeds to the VOW.
- 14.3 Data feeds and licenses from the Association. The Association provides data feeds to VOW Operators, IDX Operators, and their ATPs subject to these policies and any licensing agreements that the Association adopts for this purpose. A Broker Member or Subscriber Member Party affiliated with a Brokerage Member may, with his or her Brokerage Member’s consent, operate an IDX or VOW. Every IDX and VOW is subject to its Supervising Brokerage’s oversight, supervision, and accountability. The right of any Member’s IDX or VOW to display MLS® System data is limited to that supplied by the MLS® systems in which the Member has membership rights; a Brokerage with offices that belong to different MLS® services may operate a master website with links to the IDXs and VOWs of the other offices. Data feeds and licenses from the Association to Members to operate IDXs and VOWs are subject to reasonable periodic fees that the Association establishes.
- 14.4 Requirements of IDX Operators and VOW Operators. The Supervising Brokerage for each IDX or VOW is responsible for ensuring that each IDX Operator and VOW Operator affiliated with it complies with each of the following requirements:
- (a) The IDX Operator or VOW Operator may use the IDX or VOW only for purposes directly related to the business of providing residential real estate brokerage services.
 - (b) The IDX or 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 IDX Operator or VOW Operator to ask questions or get more information about any property displayed on the IDX or VOW. The Member affiliated with the Supervising Brokerage must be willing and able to respond knowledgeably to inquiries from consumers about properties within the market area served by that Supervising Brokerage and displayed on the VOW.
 - (c) The IDX or VOW must employ reasonable efforts to monitor for and prevent misappropriation, scraping, and other unauthorized uses of MLS® System data. The IDX or VOW shall use appropriate security protection such as firewalls and any other specific security measures the Association identifies.
 - (d) If the Association has reason to believe that an IDX or VOW has caused or permitted a breach in the security of MLS® System data or a violation of these Regional MLS® Rules, the IDX Operator or VOW Operator shall, upon request of the Association, provide the name, e-mail address, user name, and current password, of any user of the IDX or VOW suspected of involvement in the breach or violation. The IDX Operator or VOW Operator shall also provide an audit trail of activity by any such user if the Association requests it.
 - (e) The IDX or VOW will respect the display preferences of a Seller who has requested any of the following pursuant to Section 2.30.
 - (i) That the IDX or VOW will not display the address of a property
 - (ii) That the IDX or VOW will not display comments or reviews about a property or display a hyperlink to such comments or reviews in immediate conjunction with display of the property. This does not prevent the IDX Operator or VOW Operator from communicating its own professional judgment concerning any property.
 - (iii) That the IDX or VOW will not display a third party’s automated estimate of the market value of a property or display a hyperlink to such an estimate in immediate conjunction with display of the property. This does not prevent the IDX Operator or VOW Operator from communicating its own professional judgment concerning any property’s value.
 - (f) An IDX or VOW may notify its users that it has disabled a particular feature at the request of the Seller pursuant to subsection (e).

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- (g) An IDX or VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the Listing Brokerage about the accuracy of any information that is added by or on behalf of the IDX Operator or VOW Operator beyond that supplied by the Association and that relates to a specific property displayed on the IDX or VOW. The IDX Operator or VOW Operator shall correct or remove any false information relating to a specific property within forty-eight hours after receipt of a communication from the Listing Brokerage explaining why the data or information is false. The Operator shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.
- (h) An IDX Operator or VOW Operator must cause the MLS® System data available on an IDX or VOW to be refreshed at least once every day.
- (i) A Member who intends to operate an IDX or VOW must notify the Association of its intention to establish an IDX or VOW and must make the IDX or VOW readily accessible to the Association and to all Members for purposes of verifying compliance with these Regional MLS® Rules and other policies.
- (j) A Member may operate more than one IDX and more than one VOW himself or herself or through an ATP. A Member who operates his or her own IDX or VOW may contract with an ATP to have the ATP operate other IDXs and VOWs on his or her behalf. All such IDXs and VOWs are subject to supervision of the Supervising Broker.
- (k) An IDX Operator or VOW Operator shall not change any Content from the form as it is provided in the MLS® System. The Operator may, however, augment listing information with additional information not otherwise prohibited by these Regional MLS® Rules or by other applicable policies, as long as the source of such other information is clearly identified. This rule does not restrict the format of display of listing information or the display of fewer than all of the listings or fewer than all of the authorized information fields.
- (l) An IDX Operator or VOW Operator must cause any listing that is displayed to identify the name of the Listing Brokerage and the Listing Broker or Subscriber Member Party in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc. of 200 characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.
- (m) An IDX Operator or VOW Operator must limit the number of listings that a user may view, retrieve, or download to not more than 100 current listings and not more than 100 off-market listings in response to any inquiry.
- (n) An IDX or VOW may display advertising and the identification of other entities (“co-branding”), provided it is not deceptive or misleading. For purposes of this paragraph, co-branding will be presumed not to be deceptive or misleading if the IDX Operator or VOW Operator’s logo and contact information is displayed in immediate conjunction with that of every other party and is larger than that of any other party.
- (o) An IDX or VOW must identify the MLS® System as the source of all MLS® System data. An IDX or VOW must identify the source of any listing displayed that is obtained from any other source, including from another MLS® system or from a brokerage that is not a Member. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of 200 characters or less) are exempt from these requirements but only when linked directly to a display that includes all required disclosures.
- (p) An IDX Operator or VOW Operator shall cause to be placed on his or her IDX or VOW (i) any required copyright notice that the Association adopts from time to time regarding the Association’s copyright in MLS® System data; (ii) prominent notice that information the IDX or VOW provides is exclusively for consumers’ personal, non-commercial use and that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing; and (iii) a notice indicating that the listing information displayed is deemed reliable but is not guaranteed accurate by the Association. A participant’s IDX or VOW may include other appropriate disclaimers necessary to protect the participant from liability.

- (q) An IDX Operator or VOW Operator shall prominently display a link to a privacy policy for the IDX or VOW that informs IDX Customers and VOW Customers of, and obtains their consent to, all the ways in which the IDX or VOW may collect, use, or disclose Customers' personal information, including the fact that the Operator may share personal information with the Association.

14.5 Requirements of VOW Operators. The Supervising Brokerage is responsible for ensuring that each VOW Operator affiliated with it complies with each of the following requirements:

- (a) The VOW Operator may make the VOW available only to VOW Customers.
- (b) The VOW Operator must obtain the name of and a valid e-mail address for each VOW Customer before granting him or her access to the VOW Content. The VOW Operator must send an e-mail to the address provided by the VOW Customer, confirming that the VOW Customer has agreed to the terms of use (described below). The VOW Operator must verify that the e-mail address provided by the VOW Customer is valid and that the VOW Customer has agreed to the terms of use before providing the VOW Customer access to the VOW.
- (c) The VOW Operator must require each VOW Customer to have a user name and a password, the combination of which is different from those of all other VOW Customers on the VOW. The VOW Operator may supply the user name and password or may allow the VOW Customer to establish his or her user name and password. The VOW Operator must also assure that any VOW Customer's e-mail address is associated with only one user name and password. The VOW Operator must assure that each VOW Customer's password expires on a date certain but may provide for renewal of the password. The VOW must require the VOW Customer to confirm or change her password no less frequently than once each 180 days; if the VOW Customer fails to do so, the VOW must suspend his or her account. The VOW Operator must at all times maintain a record of the name, e-mail address, user name, and current password of each VOW Customer. The VOW Operator must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the VOW Customer's password.
- (d) The VOW Operator shall require each VOW Customer to review and affirmatively to express assent to an agreement (by some affirmative act of assent, such as clicking on "I agree," after being presented with the terms of the agreement on the screen) that provides at least the following:
 - (i) That the VOW Customer acknowledges entering into a lawful consumer-broker relationship with the VOW Operator.
 - (ii) That the VOW Customer will make only personal, non-commercial use of the VOW Content.
 - (iii) That the VOW Customer represents that he or she 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 VOW Customer will not copy, redistribute, or retransmit any of the VOW Content, except in connection with the VOW Customer's consideration of the purchase or sale of an individual property.
 - (v) That the VOW Customer acknowledges the Association's ownership of and the validity of the Association's copyrights in the MLS® System data.
 - (vi) That despite the preceding provisions, the Association and other Members and their duly authorized representatives may access the VOW for the purposes of verifying compliance with these Regional MLS® Rules and monitoring display of other Members' listings by the VOW.
- (e) The agreement for which sub-section (d) provides may also include such other provisions, not inconsistent with these rules, that the VOW Operator chooses to include.
- (f) Except as otherwise provided in these Regional MLS® Rules, a VOW Operator need not obtain separate permission from Listing Brokerages whose listings the Operator's VOW will display.
- (g) A VOW may display only the VOW Content and not other Content from the MLS® System data. A VOW Operator may, however, provide to its Customers and Clients via other delivery

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mechanisms, such as e-mail, fax, or otherwise, the listing records of Sellers who have determined not to have the listing for their property displayed on the Internet.

- 14.6 Consent for IDX display. The Listing Brokerage must affirmatively consent for the display of their listings in IDXs. . If a Listing Brokerage refuses to permit the display of its listings in IDX, no Member affiliated with that Listing Brokerage may be an IDX Operator.
- 14.7 Requirements of IDX Operators. The Supervising Brokerage is responsible for ensuring that each IDX Operator affiliated with it displays on an IDX only the IDX Content and not other Content from the MLS® System data. An IDX Operator may, however, provide to its Customers and Clients via other delivery mechanisms, such as VOW, e-mail, fax, or otherwise, listing records and fields not permitted for display on an IDX.

Seller(s) Opt out Form

MLS®# _____

Property Address: _____

In accordance with the terms of Article 14 of the Associations MLS® Rules, the Seller(s) has instructed the listing Brokerage of the following:

The Seller(s) understand that any restrictions of the options below will reduce the ability to market their listing to fullest extent possible.

The Listing Brokerage shall procure the Seller's initial(s) on this Seller's Opt Out Form that includes the following provisions, retain this document for at least one year after the date the Seller signs, or one year from the date the listing goes off the market, whichever is later:

Check all that apply:

☐

I have advised my Brokerage that I do not want the listed property to be displayed on the Internet. I understand and acknowledge that consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their searches.

☐

I have advised my Brokerage that I do not want the address of the listed property to be displayed on the Internet.

☐

I do not wish third-party comments to appear next to the listed property on other Brokerage firms' websites. This does not prevent the IDX Operator or VOW Operator from communicating its own professional judgment concerning any property.

☐

I do not wish third-party automated valuations of the listed property to appear next to it on other Brokerage firms' websites. This does not prevent the IDX Operator or VOW Operator from communicating its own professional judgment concerning any property's value.

I/We understand that by initializing this form and selecting one or more of the options above, will limit the exposure or marketing ability of this listing and have instructed the Listing Brokerage accordingly.

Seller(s):	Salesperson/Broker/Broker of Record:
Date:	Listing Brokerage:



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Form Date: June 4, 2020

Initial of Seller(s):

