

# PropTx MLS® Rules

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**PropTx**  
Innovations Inc.

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## TABLE OF CONTENTS

|                                                       |    |
|-------------------------------------------------------|----|
| Purpose.....                                          | 3  |
| Pledge of Competition .....                           | 4  |
| Article 1 – Definitions .....                         | 5  |
| Article 2 – General.....                              | 9  |
| Article 3 – Listing Information and Attachments ..... | 10 |
| Article 4 – Reporting .....                           | 14 |
| Article 5 – Advertising.....                          | 15 |
| Article 6 – Showings and Appointments.....            | 16 |
| Article 7 – Remuneration .....                        | 18 |
| Article 8 – Virtual Office Websites .....             | 21 |

## PURPOSE

The purpose of the PropTx MLS® Rules (the “**MLS® Rules**”) is to set out the requirements for the orderly, competitive, and efficient operation of PropTx’s MLS® System.

They are designed to reflect a high standard of practice, and all Members are expected to understand and abide by the RECO Rules, the CREA Rules, the MLS® Rules, and by all applicable laws and regulatory requirements.

The authority of the Association and the requirement for all Members to comply is contained in the Association By-Law. Any breach of the MLS® Rules is a breach of the Association By-Law.

Any breach of an MLS® “**Rule**” by a Member may result in the conduct being reported to the Association’s Professional Standards Committee or the Association’s designate that addresses complaints relating to breach of the MLS® “**Rule**” by Members of the Association.

MLS® Policies and any others that may be adopted from time to time are intended to assist Members in understanding the processes to be followed in the administration and operations of PropTx’s MLS® System.

## **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 a Code of Conduct which includes the following standards:

- Remuneration (rates or fees) 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. Boards and Real Estate Associations accept MLS® Listings regardless of the price, remuneration rates or fees, or the division thereof among co-operating Members.
- Advertising by Members and non- Members is subject to the discretion of the individual, as long as it is honest and lawful. We encourage a variety of business models offering a variety of service options to the public.
- The business relationships between Broker Members, 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 in a competent manner and provided provincial enabling legislation does not otherwise impose a limitation on 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 our adherence to these principles that are designed to preserve free and open competition.

## ARTICLE 1 – DEFINITIONS

**1.01 In these MLS® Rules, unless the context requires otherwise and not otherwise defined herein, the terms set out below shall have the following meanings:**

- a) **“Act”** means the *Trust in Real Estate Services Act, 2002*, and all regulations thereto, including the Code of Ethics, as such legislation may be amended from time to time and any successor legislation;
- b) **“Affiliated VOW Partner”** or **“AVP”** has the meaning ascribed thereto in Article 8 of the VOW Rule;
- c) **“Agency”** means the relationship between principal and agent wherein the agent is considered in law to represent the principal;
- d) **“Agreement of Purchase and Sale”** is a document giving evidence of a contract which exists between the parties relating to property involved and includes an “Agreement to Lease,” “Offer to Sub-Lease,” “Option to Purchase,” “Offer to Exchange,” and “Agreement of Purchase and Sale”;
- e) **“as principal”** means acting as Seller and therefore directly liable to other Members for compensation;
- f) **“Association”** means [insert the Member Association name];
- g) **“Authorized User Agreement”** is a confidentiality agreement in a form provided by PropTx from time to time to be signed by every Member and the authorized Broker of Record/Manager of the Brokerage;
- h) **“Boardload”** means the entry of Listing Information from the MLS® Data Information Form onto the PropTx MLS® System by PropTx or Association staff;
- i) **“Broker”** means an individual who has the prescribed qualifications to be registered as a Broker under the Act and is employed by a Brokerage to trade in real estate;
- j) **“Brokerage”** means a corporation, partnership, sole proprietor, association, or other organization or entity that, 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) **“Brokerload”** means the entry of Listing Information from the MLS® Data Information Form onto PropTx’s MLS® System by the Listing Brokerage’s office;
- l) **“Broker of Record”** means the Broker so designated under the Act;
- m) **“Business Day”** means all days other than Saturday, Sunday, and statutory holidays in the Province of Ontario. Where a submission deadline falls on a statutory holiday, the deadline will be extended to the next calendar day that is not a statutory holiday;
- n) **“Buyer”** has the meaning given under the Act and includes a purchaser, a tenant, and a prospective purchaser or tenant;
- o) **“By-Law(s)”** means the By-Law of the Association as may be amended from time to time;
- p) **“Cancellation”** (of an MLS® Listing), means a written agreement between the Listing Brokerage and the Seller or the Seller’s legally authorized representative which terminates an existing MLS® Listing Agreement;

- q) **“Commence”** when used with reference to an MLS® Listing Agreement means the date the Agency between the Listing Brokerage and the Seller is to begin and may be a date that is different from the date the MLS® Listing Agreement was signed by the Seller and “Commencement” shall have a corresponding meaning;
- r) **“Co-operating Brokerage”** means a Broker who is not employed by the Listing Brokerage;
- s) **“Courtesy Office”** is an office other than the Listing Brokerage’s office where keys and security cards may be held;
- t) **“CREA”** means The Canadian Real Estate Association or any successor organization;
- u) **“CREA Rules”** means all applicable CREA By-Laws, Rules, and Policies, including the REALTOR® Code of Ethics;
- v) **“days”** means calendar days and includes weekends and holidays;
- w) **“Directload”** includes the entry of information from the MLS® Data Information Form, Reporting of Trades, Cancellations, and suspensions to the PropTx MLS® System by the Listing Brokerage’s office (Brokerload) or Salesperson. Any MLS® Listing information entered through Directload shall be considered to be a reproduction of information contained on the MLS® Data Information Form;
- x) **“Document Attachment”** is a facsimile of an actual document or image that is supplementary to the specific MLS® Listing Agreement it is attached to and forms part of that MLS® Listing;
- y) **“Exclusion”** means any material fact that may affect the Co-operating Brokerage and/or their client;
- z) **“Embellishment”** means a decorative detail or feature added or removed to make an MLS® Listing appear more attractive. It does not include markings on a photograph that would denote a property line;
- aa) **“HST”** means the Harmonized Sales Tax imposed by the *Excise Tax Act* (Canada) as may be amended or replaced from time to time;
- bb) **“Listing Brokerage”** means the Brokerage that contracts as the agent of a Seller;
- cc) **“Listing Information”** or **“MLS® Data”** means all information that is contained in an MLS® Listing uploaded onto the PropTx MLS® System and maintained in the PropTx MLS® Database regarding the MLS® Listings of Members, and any subsequent additions or changes to that information, including current information about the property;
- dd) **“Manager”** means the Registrant in effective control and management of a Brokerage office;
- ee) **“Mandatory Fields”** are designated as the dark shaded fields on the Freehold, Condominium and Commercial MLS® Data Information Forms and are to be accurately completed prior to submission of any MLS® Listing into the MLS® System;
- ff) **“Marketing Materials”** means any photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys, and Listing descriptions;
- gg) **“may”** is construed as permissive;

- hh) **"Member"** means a Brokerage, Broker, Broker of Record, or Salesperson that includes all types of users authorized by PropTx to access the PropTx MLS® System and a Member of the Association;
- ii) **"Member Office"** means an office maintained by a Brokerage and used for the real estate business, serving the public on a regular and consistent basis;
- jj) **"MLS®"** means the Multiple Listing Service® and is a registered trademark of The Canadian Real Estate Association;
- kk) **"MLS® Database"** means the aggregation of all MLS® Data as well as its selection, assembly and arrangement, and any successor database owned and operated by or on behalf of PropTx;
- ll) **"MLS® Data Information Form"** means a printed or electronic document containing information required by Association from time to time about an MLS® Listing or the property listed on an MLS® Listing;
- mm) **"MLS® Listing"** is property offered for sale, lease, sub-lease, exchange, or option through the Association's MLS® System and, where the context permits, includes the information concerning the property submitted to or published on the Association's MLS® System including the MLS® Data Information Form;
- nn) **"MLS® Listing Agreement"** means the agreement between the Listing Brokerage and a Seller as prescribed by the Association from time to time and Document Attachment is supplementary to the specific MLS® Listing it is attached to and forms part of the MLS® Listing Agreement;
- oo) **"MLS® Rules"** means all MLS® Rules and policies that pertain to all PropTx Users;
- pp) **"MLS® Sign"** means a real estate sign with an associated MLS® Listing Agreement;
- qq) **"MLS® System"** means the MLS® Database and the distribution of such information through the PropTx suite of Commercial Internet Services;
- rr) **"Notify Association"** is the delivery of information regarding MLS® Listings to Association either by Directload, by electronic means, or verbally, or as otherwise approved by the **Association** from time to time;
- ss) **"Offer"** is an Agreement of Purchase and Sale, including a counter-offer, which has been executed by the offeror, but not yet accepted by the offeree;
- tt) **"Pending Sold"** means a sale that has not yet closed and is "firm" in that the sale does not have or no longer has any conditions to closing.
- uu) **"Personal Information"** shall have the meaning attributed to such term in the *Personal Information Protection and Electronic Documents Act* (Canada), S.C. 2000, c. 5, as such legislation may be amended from time to time;
- vv) **"PIPEDA"** means the *Personal Information Protection and Electronic Documents Act* (Canada), S.C. 2000, c. 5, as such legislation may be amended from time to time;
- ww) **"property"** means real estate;
- xx) **"PropTx"** means PropTx Innovations Inc.;
- yy) **"real estate"** includes leasehold interests and business, whether with or without premises, and fixtures, stock-in-trade, goods connected with the operation of business and shall not include such matters prescribed under the Act. For greater clarity, "real



- estate” may include less than a one hundred percent (100%) interest in the foregoing, and shall include mobile homes and travel trailers that have become real property as a fixture;
- zz) **“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;
- aaa) **“RECO”** means the Real Estate Council of Ontario the body that administers and enforces the Act;
- bbb) **“RECO Rules”** means the rules promulgated under the Act and all regulations thereto, including the Code of Ethics, as well as all applicable RECO rules and policies;
- ccc) **“Registrant”** means a Brokerage, Broker, or Salesperson who is registered under the Act;
- ddd) **“Remuneration Trust Account”** means a trust account maintained at a Canadian chartered bank or trust company and designated as a “Remuneration Trust Account”. The Remuneration Trust Account shall be used only for the receipt and disbursement of Remuneration 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;
- eee) **“Remuneration Trust Amount”** in any transaction shall be the Remuneration Trust Amount indicated on the Remuneration Trust Agreement for that transaction;
- fff) **“Reporting”** means notification of information regarding MLS® Listings to the Association either by Directload or telephone, or as determined by the Association from time to time and “Reported” and “Report” shall have a corresponding meaning;
- ggg) **“Salesperson”** means an individual registered as a Salesperson under the Act and who is employed by a Brokerage to trade in real estate;
- hhh) **“Seller”** means a party that has contracted with a Listing Brokerage to trade real estate;
- iii) **“Show” or “Showing”** means the introduction of a prospective Buyer to the Real Estate Component by the act of enabling 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; and
- jjj) **“User”** means a person authorized by PropTx to access the PropTx MLS® System.



## **ARTICLE 2 – GENERAL**

- 2.01** These PropTx MLS® Rules shall be interpreted in accordance with RECO Rules, the CREA Rules, and all applicable laws and regulatory requirements.

If any PropTx MLS® Rules or CREA Rules conflict with the RECO Rules or any applicable laws or regulatory requirements, the conflicting MLS® Rules or CREA Rules will be considered inoperative for the purposes of these MLS® Rules to the extent of such conflict.

- 2.02** Failure to comply with the PropTx MLS® Rules shall be dealt with in accordance with the Association's professional standards and disciplinary procedures of the Association, as well as other remedies available to the Association as set out in these PropTx MLS® Rules.

- 2.03** Use of the MLS® System is subject to the provisions of the PropTx MLS® Rules, policies, and the Authorized User Agreement as amended, restated, or replaced from time to time.

- 2.04** All Members shall abide by the RECO Rules, the CREA Rules, the PropTx MLS® Rules as adopted from time to time, and the Authorized User Agreement as amended, restated, or replaced from time to time and by all applicable laws and regulatory requirements. No Member shall act in a manner so as to attempt to avoid or circumvent the RECO Rules, the CREA Rules or these PropTx MLS® Rules, or any applicable laws or regulatory requirements.

- 2.05** When requested in writing by the Association, the Listing Brokerage shall forward to the Association a copy of any documentation pertaining to an MLS® Listing Agreement by 11:59 p.m. of the next Business Day.

- 2.06** All Members shall comply, in full, with any audit conducted by the Association. Brokerages shall redact any remuneration information when documentation is requested pursuant to an audit.

- 2.07** 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® Service to Members, the Co-operating Brokerage with the Offer shall be supplied the information, with or without a request from the Co-operating Brokerage.

## **ARTICLE 3 – LISTING INFORMATION AND ATTACHMENTS**

- 3.01** Members are responsible for the accuracy of all information submitted to the MLS® System including photographs and all documentation. No language in the MLS® Listing shall be used to override or diminish this responsibility. The Association is not obligated to or responsible for reviewing the accuracy or propriety of any MLS® Data Information Form, MLS® Listing Agreement or Document Attachments. Members must immediately correct any inaccuracy and notify the Association when necessary.
- 3.02** By submitting an MLS® Listing to the MLS® System, the Member represents and warrants to the Association and to all Members that a valid, complete, and accurate MLS® Listing Agreement and Document Attachments that comply with the applicable requirements of the MLS® Rules is in effect between the Seller and the Listing Brokerage and that MLS® Listing is complete and accurate. The submission of a Listing to the PropTx MLS® System shall not affect the Listing Brokerage's ownership rights in the Listing Brokerage's MLS® Listing Agreement and Document Attachments with the Seller.
- 3.03** All MLS® Listings submitted to the MLS® System shall be completed on current approved MLS® Listing Agreements and MLS® Data Information Forms.
- 3.04** All remarks must appear in the appropriate field of an MLS® Listing as follows:
- a) The public facing fields shall only display comments which provide pertinent information concerning the property, including, but not limited to, descriptions of the property, information about renovations, etc.;
  - b) The Broker Remarks field shall only display comments which provide pertinent information that could impact Co-operating Brokerages, including, but not limited to:
    - i. Any terms of the MLS® Listing Agreement that would modify either the total remuneration payable to the Listing Brokerage or the offer of remuneration payable to the Co-operating Brokerage; and
    - ii. Seller contact information;
  - c) The Offer Remarks field shall display all comments related to the registration of Offers and Seller direction, including, but not limited to:
    - i. The date and time of an offer presentation;
    - ii. If a Seller is reserving the right to review pre-emptive Offers; and
    - iii. Seller direction that the Co-operating Brokerage not be in attendance during an Offer presentation; and
  - d) The Appointment/Showing Remarks field shall display all information related to Showing the property.

**3.05** Information published on the MLS® System shall relate directly to the listed real estate and the MLS® Listing Agreement.

Public facing fields of an MLS® Listing shall not include any information that promotes goods and services, or any form of solicitation. Specifically, an MLS® Listing must not include any form of self-promotion of the Member or third-party information, including but not limited to, telephone number, email addresses, and website URLs with the exception that the phrases “visit my website for further information about this Listing” or “visit the REALTOR® website for further information about this Listing.”

The Brokerage Remarks field may include the name, address, telephone and/or email address or facsimile number of Member(s) to be contacted for more information concerning the property.

**3.06** No Member shall submit an MLS® Listing to the MLS® System that contravenes the PropTx MLS® Rules and/or the Association By-Law. The Association may, in its sole discretion, deem any such MLS® Listing to be invalid and either remove it from the MLS® System or refuse to publish such MLS® Listing.

**3.07** Without limiting the generality of the foregoing and the other provisions of the MLS® Rules, any such MLS® Listing shall not be accepted by the Association as an MLS® Listing:

- a) If it excludes any Members from showing the property;
- b) If it excludes any Members from acting as a Co-operating Brokerage;
- c) If it is not accompanied by at least one image of the listed real estate subject to the exemption that listed real estate that is not built may use a photograph of the land, an artist rendering, a map indicating the location of the Real Estate or a photograph of the model home with a photograph label indicating as such; or
- d) If all Mandatory Fields have not been completed.
  - i. Where realty taxes are required to appear on the MLS® System as a Mandatory Field, the amount to be shown shall be the current year’s annual taxes or if not available, the prior year’s annual taxes. In instances when the current or prior year’s annual taxes are not available, an MLS® System field selection indicating “taxes not yet assessed” will be chosen, if available, or the Brokerage Remarks shall be updated to read “taxes not yet assessed.”
  - ii. A Mandatory Field will not be deemed complete unless the information in the field is accurate.
  - iii. All registered title holders must be included in the Seller field. If there is insufficient space in the Seller field to list all names, then this information may be continued in the Brokerage Remarks field.

**3.08** If a submitted MLS® Listing is deemed invalid as hereinbefore provided, the Association shall send notice to the Member who shall remedy the information by 11:59 p.m. on the next Business Day. If the MLS® Listing is not corrected, the Association may either remove it from the MLS® System or refuse to publish such MLS® Listing.



- 3.09** A Member submitting an MLS® Listing or Cancellation or a suspension of an MLS® Listing to the MLS® System represents and warrants to the Association that the Member had been so authorized by the person(s) legally entitled to sell the property and agrees to indemnify and hold PropTx and the Association harmless from all claims of third parties if this is not the case.
- 3.10** Only one (1) MLS® Listing for any one (1) trade function signed by the same Seller may be placed on the MLS® System at any one (1) time. The following are examples of what are considered separate trade functions under this Rule:
- a) Sale/Lease;
  - b) Furnished/Unfurnished; and
  - c) Sale by property Owner/Power of Sale.

For Commercial MLS® Listings, up to three (3) Property types are permitted on the MLS® System at the same time.

Properties with both Residential and Commercial uses may be listed in both Residential and Commercial classes.

- 3.11** All properties that are to be traded separately shall be listed separately.
- 3.12** All properties that are to be traded together must be listed together.
- 3.13** An MLS® Listing shall show the names of all Brokerage Members that are party to the MLS® Listing Agreement. If there is insufficient space in the specified field, then this information can be continued in the Brokerage Remarks field.
- 3.14** An MLS® Listing Agreement shall run for a period of not less than sixty (60) days from the Commencement date.
- 3.15** Any Exclusion shall be in writing and shall not be binding on a Co-operating Brokerage or self-represented party unless notice of the existence of the Exclusion is published on the MLS® System. An MLS® Listing Agreement and Document Attachments that includes an Exclusion that has the effect of limiting a Listing Brokerage's obligations that otherwise would exist under the MLS® Rules shall be subject to refusal or removal from the MLS® System.

The provisions of the MLS® Listing Agreement set out under the headings:

- a) Warranties;
- b) Family Law Act;
- c) Verification of Information;
- d) Use and Distribution of Information;
- e) Successors and Assigns; and
- f) Conflict or Discrepancy

are necessary for the orderly operation of the MLS® System. Notwithstanding any other provisions of the MLS® Rules or CREA Rules, these provisions shall not be amended or deleted.

- 3.16** MLS® Listings appearing on the MLS® System shall be immediately available (subject to applicable legislation, the rights of and reasonable accommodation to the occupancy) for showings, inspections, and registration of Offers.

Once an MLS® Listing is conditionally sold, the requirement that the MLS® Listing be available for showings shall continue unless otherwise directed by the Seller in writing. The Seller's instructions on showings must be accurately reflected in the MLS® Listing.

In the event an existing MLS® Listing becomes unavailable for showings, inspections or registration of Offers, the MLS® Listing shall be suspended by the Listing Brokerage. While under suspension, a record of all requests by Co-operating Brokerages for showings, inspections, and registration of Offers shall be kept by the Listing Brokerage.

Upon the Seller rescinding the suspension, the Listing Brokerage shall immediately notify all Co-operating Brokerages who have requested showings, inspections or registration of Offers.

- 3.17** MLS® Listings on the MLS® System shall contain all the information necessary for preparing an Offer for Sale, Lease, or Sub-Lease.
- 3.18** In all instances when an MLS® Listing Agreement Commences, the Listing Brokerage shall process the MLS® Listing through the MLS® System by 11:59 p.m. the next Business Day following the Commencement date of the MLS® Listing Agreement.
- 3.19** In the event an MLS® Listing Salesperson is no longer associated with the Listing Brokerage, the Listing Brokerage shall ensure that the MLS® Listing Salesperson field contains the Broker of Record/Manager's name or the name of a Member who is familiar with the property.
- 3.20** Where the lot size of a residential property is irregular, the Listing Brokerage shall report the frontage and the smaller dimension of the depth and identify irregular as the lot shape on the PropTx MLS® System.
- 3.21** The Listing Brokerage shall update the MLS® System no later than 11:59 p.m. the next Business Day following any amendment to the MLS® Listing Agreement.

## **ARTICLE 4 – REPORTING**

**4.01** When an MLS® Listing is processed as both a residential and commercial MLS® Listing on the MLS® System, the trade shall be reported for both MLS® Listing numbers.

**4.02** The sale, lease or sub-lease of a residential or commercial MLS® Listing shall be reported by the Listing Brokerage through the MLS® System, whether conditional or firm, by 11:59 p.m. the next Business Day following acceptance of an Offer. 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.

A commercial sale, lease, or sub-lease price shall be Reported:

- a) Using the original unit of measure on the MLS® Listing;
- b) At the time of Reporting a firm transaction; or
- c) At the same time as Reporting a firm transaction, and request that the price be suppressed until after closing.

All changes in the status of a Reported conditional sale on the MLS® Listing shall be Reported by the Listing Brokerage on the MLS® System by 11:59 p.m. the next Business Day following the change.

**4.03** Any sale during the holdover period shall be Reported to the Association by 11:59 p.m. the next Business Day.

**4.04** The Listing Brokerage shall Report if a firm sale falls through, or if a conditional Offer does not become a firm sale, to the Association by 11:59 p.m. the next Business Day.

**4.05** Prior to reporting a transaction to the MLS® System, chattels and other elements included in the sale price but not contained in the original MLS® Listing Agreement shall be added to the MLS® Listing in the inclusions field.

## **ARTICLE 5 – ADVERTISING**

**5.01** Every image submitted to the MLS® System shall prominently feature the property specific 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.

The following images cannot be included in an MLS® Listing:

- a) Digitally altered images including the use of any artificial intelligence (“AI”) system or technology to create, alter, or enhance images or digital staging that do not accurately depict the listed real estate;
- b) Images of surrounding amenities that are not in view of the listed real estate;
- c) Images of advertising or marketing messages with the exception of architectural drawings, floor plans, maps, aerial or distance photographs relating to the listed real estate which is labelled as such; and
- d) Any persons or digital representations of persons.

This Rule does not preclude PropTx or the Association from adding a watermark to the photographs.

**5.02** MLS® Signs placed on properties listed on the MLS® System may display such MLS® Marks and REALTOR® Marks as are authorized by CREA from time to time.

**5.03** MLS® Signs placed on properties that are listed on the MLS® System shall reflect the current status of that MLS® Listing. This includes, but is not limited to, the following instances:

- a) That the MLS® Sign corresponds with the MLS® Listing status of “For Sale” or “Sold” or “For Lease” or “Leased” as the case may be;
- b) A Member shall promptly remove their MLS® Sign from property that becomes listed by another Member for the same trade function; and
- c) A Member shall promptly remove their MLS® Sign from a property where the MLS® Listing is expired, terminated, or suspended.

**5.04** Members other than the Listing Brokerage may not advertise an MLS® Listing unless an MLS® Listing Agreement so indicates and Members have received specific written permission from the Listing Brokerage prior to each occasion of advertising.

**5.05** By submitting Marketing Materials to the MLS® System the Member warrants to the Association that they have permission to use such Marketing Materials in that manner. Members shall only use Marketing Materials which they have created or purchased, including, but not limited to, all images, graphics, text, and photographs. Any permission to use such information must be provided by written consent.



## **ARTICLE 6 – SHOWINGS AND APPOINTMENTS**

- 6.01** Under no circumstances shall the Association and/or PropTx be responsible for any loss suffered by any person arising out of the use of a lock box, key or security card. A Member utilizing a lock box, key, or security card thereby indemnifies and holds PropTx and/or the Association harmless from any loss suffered by the Association and/or PropTx arising out of any claim by any person(s) arising from the use of a lock box, key, or security card.
- 6.02** Subject to the terms of the MLS® Listing Agreement, all appointments with the Seller to show or inspect an MLS® Listing shall be made through the Listing Brokerage or as indicated on the MLS® System.
- 6.03** Subject to the terms of the MLS® Listing Agreement, the Listing Brokerage shall:
- a) Make appointments and confirm them without delay; and
  - b) If an appointment cannot be made, the Listing Brokerage shall immediately advise the Co-operating Brokerage requesting the appointment and continue to attempt to arrange an appointment for a time suitable to all parties if requested.
- 6.04** Subject to the terms of the MLS® Listing Agreement, a Member who is unable to keep an appointment to show or inspect an MLS® Listing shall immediately advise the Listing Brokerage prior to the appointment, who shall in turn immediately advise the Seller or occupant.
- In instances when the Listing Brokerage is unable to keep an appointment to show or inspect an MLS® Listing, the Listing Agent shall immediately advise the Member who has the appointment, prior to the appointment, who shall in turn immediately advise the prospective Buyer.
- 6.05** 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 at the property and only during the agreed upon period.
- The Co-operating Brokerage shall be responsible for verifying the identity of its own client prior to booking an appointment to show or inspect an MLS® Listing.
- 6.06** When a Listing Brokerage utilizes a Courtesy Office to hold keys or security cards, the Listing Brokerage remains responsible for all keys and security cards provided to the Courtesy Office.
- 6.07** A Member shall not interfere or tamper with a lock box of another Member.

- 6.08** A Member who is in receipt of a lock box combination or other access credentials shall not disclose the combination or access credentials to any other person without the consent of the Seller.
- 6.09** Keys shall be re-deposited in a lock box immediately upon exiting the property and the lock box shall be properly secured.

## **ARTICLE 7 – REMUNERATION**

- 7.01** The Rules herein are subject to the terms and conditions of the MLS® Listing Agreement between the Listing Brokerage and the Seller provided that there is no conflict with the RECO Rules, the CREA Rules or these PropTx MLS® Rules, or any applicable laws or regulatory requirements.
- 7.02** MLS® Listings submitted through the MLS® System shall state the remuneration offered by the Listing Brokerage to the Co-operating Brokerage in accordance with the provisions in Article 3.
- 7.03** If the offer of remuneration is altered, such change shall be made through Seller direction by way of completing an Amendment to the MLS® Listing Agreement and immediately reporting through the MLS® System. Provided that remuneration offered to a Co-operating Brokerage shall not be altered between the time of registration of an Offer and final acceptance of that Offer.
- 7.04** Where the remuneration to be offered to a Co-operating Brokerage is specified under the terms of Article 7.02 or 7.03 above, the Listing Brokerage shall be required to pay the Co-operating Brokerage such remuneration unless such is modified by agreement in writing between the Co-operating Brokerage and the Listing Brokerage.
- 7.05** The remuneration earned by a Co-operating Brokerage is due and payable within seven (7) days of completion of the transaction.
- a) In instances where the remuneration amount is in dispute, the Listing Brokerage must pay the remuneration in question, and make an Arbitration Claim pursuant to the requirements of the Association By-Law. If the Listing Brokerage substantiates its Claim, the Co-operating Brokerage will be obligated to return the remuneration to the Listing Brokerage.
- 7.06** Unless otherwise agreed to in writing between the Listing Brokerage and Cooperating Brokerage, when the full remuneration is not paid to the Listing Brokerage in accordance with the amount stated on the MLS® Listing Agreement (or as amended, if applicable) due to a breach of contract between the Seller and Listing Brokerage or other circumstances, the Co-operating Brokerage will still be entitled to the agreed to remuneration in accordance with Article 7.05.

And where the full remuneration is not received by the Listing Brokerage, and where the Co-operating Brokerage is entitled to a share of the remuneration 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 Brokerages involved in the transaction are encouraged to find a mutually agreeable solution within sixty (60) days from the date of closing. During these sixty (60) days, the Listing Brokerage has the right to:

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

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

- a) Where the remuneration 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 remuneration in accordance with the MLS® Listing on closing; and
- 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 remuneration 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 remuneration.

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 Association's arbitration committee as applicable.

**7.07** 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 Remuneration Trust Agreement for the Transaction.

- 7.08** The beneficiaries of the Remuneration Trust Agreement shall be the Co-operating Brokerage to the extent of the Remuneration Trust Amount, and the Listing Brokerage as to the balance after payment of the Remuneration Trust Amount.
- 7.09** Following the completion of the transaction, no funds shall be transferred or paid to or for the benefit of the Listing Brokerage or any third party until the Remuneration Trust Amount has been disbursed to the Co-operating Brokerage.
- 7.10** Where the Remuneration Trust Agreement is separate from the Confirmation of Cooperation and Representation, the Listing Brokerage and Co-operating Brokerage shall each retain a copy of any Remuneration 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 Remuneration Trust Agreement in accordance with Article 2.05, provided the Association has received a written complaint necessitating the requisition of said Remuneration Trust Agreement.
- 7.11** Where any remuneration is paid as a result of the holdover clause in the MLS® Listing Agreement, such compensation shall be paid as set out in this Article.
- 7.12** By submitting any MLS® Listing through the MLS® System, the Listing Brokerage shall be acting as principal and shall be deemed to be making an Offer as principal regarding remuneration to all Members.

## ARTICLE 8 – VIRTUAL OFFICE WEBSITES

All MLS® Data included in the IDX and VOW feeds are proprietary to the Association's MLS® System and to PropTx, as applicable. The Association maintains sole and absolute discretion over the use, distribution, and display of such MLS® Data. Enforcement of VOW Rules included in this Article, provisions in the IDX and VOW Data Agreements, and the PropTx Authorized User Agreement are executed by the Association or those who have been so authorized by the Association to administer such rules, provisions and agreements.

**8.01** Unless defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Definitions contained in these MLS® Rules.

A **“Virtual Office Website”** or **“VOW”** refers to any one (1) or more (subject to a maximum of (3)) secure password-protected internet website(s), or a feature of any such internet website(s), maintained and operated by a Member or by an AVP on behalf of the Member, through which the Member is capable of providing real estate brokerage services to Consumers for the Purpose, subject to the Member's oversight, supervision, and accountability and in accordance with the VOW Policy and Rules, the URL(s) for which website(s) have been disclosed by the Member to PROPTX using a Member VOW Website Information Form in the PROPTX Online Agreement System or a VOW URL Change/Update Form in the PROPTX Online Agreement System.

**“Affiliated VOW Partner”** or **“AVP”** refers to an entity or person designated by a Member to operate a VOW on behalf of the Member, subject to the Member's supervision, accountability, and compliance with the VOW Policy. No AVP has independent participation rights in the MLS® System by virtue of its right to receive information on behalf of a Member. No AVP has the right to use Listing Information except in connection with operation of a VOW on behalf of one or more Members. Access by an AVP to Listing Information is derivative of the rights of the Member on whose behalf the AVP operates a VOW.

**“Internet Data Exchange”** or **“IDX”** 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 Advertising the Listings of other Brokerages by limited electronic display, with consent from Listing Brokerages provided under these PropTx MLS® Rules, and subject to that Member Brokerage's oversight, supervision, and accountability.

**8.02** The right of a Member's VOW to display Listing Information in response to Consumer searches is limited to the display of MLS® Data supplied by the Association in which MLS® Data the Member has member rights, in accordance with the VOW Policy and VOW Rules and VOW DataFeed Agreement. However, a Member with offices participating in different real estate boards or associations may operate a master website with links to the VOWs of its other offices.



- 8.03** Subject to the provisions of the VOW Policy and these VOW Rules, a Member's VOW, including any VOW operated on behalf of a Member by an AVP, may provide other features, information, or functions in addition to VOWs including the Internet Data Exchange ("**IDX**") function.
- 8.04** Except as otherwise provided in the VOW Policy or in these VOW Rules, a Member need not obtain separate permission from other Association Members whose Listings will be displayed on the Member's VOW.
- 8.05** Before permitting any Consumer to search for or retrieve any Listing Information on a Member's VOW, the Member must take each of the following steps:
- a) The Member must first establish with that Consumer a lawful broker-consumer relationship (as may be designated by provincial and/or federal law), including, where necessary, completion of any actions required by provincial and/or federal law in connection with providing real estate Brokerage Systems to clients ("Consumer" or "Consumers"). Such actions may include, but are not limited to, satisfying all applicable Agency, non-Agency, and other disclosure obligations, and execution of any required agreements;
  - b) The Member must obtain the name of, and a valid email address for, each Consumer. The Member must send an email to the address provided by the Consumer confirming that the Consumer has agreed to the Terms of Use (described in Rule 8.09 below). The Member must verify that the email address provided by the Consumer is valid and that the Consumer has agreed to the Terms of Use; and
  - c) The Member must require each Consumer to have a username and a password, the combination of which is different from those of all other Consumers on the VOW. The Member may, at the Member's option, supply the username and password or may allow Consumers to establish their username and password. The Member must also assure that any email address is associated with only one username and password.
- 8.06** The Member must ensure that each Consumer's password is valid for no more than ninety (90) days but may provide for renewal of the password. The Member must, at all times, maintain a record of the name, email address, username, and current password of each Consumer. The Member must keep such records for not less than one hundred eighty (180) days after the expiration of the validity of the Consumer's password.
- 8.07** A Member's VOW shall include any copyright notice as may be provided by the Association from time to time regarding the Association's copyright in MLS® Data.
- 8.08** If the Association has reason to believe that a Member's VOW has been the cause of, or permitted a breach in, the security of Listing Information or a violation of MLS® Rules (including the VOW Rules), the Member shall, upon request of the Association, provide the name, email address, username, and current password of any Consumer suspected of involvement in the breach or violation. The Member shall also, if requested by the Association, provide an audit trail of activity by any such Consumer.



**8.09** The Member shall require each Consumer to review, and to affirmatively express agreement (by mouse click or otherwise) to a “Terms of Use” agreement that provides at least the following:

- a) That the Consumer acknowledges entering into a lawful broker-consumer relationship with the Member;
- b) That all Listing Information obtained by the Consumer from the VOW is intended only for the Consumer’s personal, non-commercial use;
- c) That the Consumer 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 Consumer will not copy, redistribute, retransmit, or otherwise use any of the data or Listing Information provided (which for greater certainty, confirms that the Consumer is prohibited from using any AI system or technology, or any other technology that has the effect or is intended to collect, store, reorganize, analyze, summarize, or manipulate any Listing Information or any related data), except in connection with the Consumer’s consideration of the purchase or sale of an individual property;
- e) That the Consumer will not, directly or indirectly, display, post, disseminate, distribute, publish, broadcast, transfer, sell, or sublicense any Listing Information to another individual or entity (which for greater certainty, confirms that the Consumer is prohibited from directly or indirectly providing any Listing Information to any AI system or technology, or any other technology that has the effect or is intended to collect, store, reorganize, analyze, summarize, or manipulate any Listing Information or any related data);
- f) That the Consumer is prohibited from “scraping” (including “screen scraping” and “database scraping”), “data mining,” or any other activity intended to collect, store, reorganize, summarize, or manipulate any Listing Information or any related data; and
- g) That the Consumer acknowledges the Association ownership of, and the validity of the Association proprietary rights and copyright in, the MLS® Database, MLS® System, Listing Information, and any related information.

**8.10** The Terms of Use agreement may not impose a financial obligation on the Consumer or create any representation agreement between the Consumer and the Member. Any agreement entered into at any time between the Member and Consumer imposing a financial obligation on the Consumer or creating representation of the Consumer by the Member must be established separately from the Terms of Use, must be prominently labelled as such, and may not be accepted solely by mouse click.

**8.11** The Terms of Use agreement shall also expressly authorize the Association, and other Members of the Association or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS® Rules (including the VOW Rules) and monitoring the display of Members’ Listings by the VOW. The Terms of Use agreement may also include such other provisions as may be agreed to between the Member and the Consumer.

- 8.12** A Member's VOW must prominently display an email address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a Consumer can contact the Member to ask questions or get more information about any property displayed on the VOW. The Member, or a Broker or Salesperson registered with the Member, must be willing and able to respond knowledgeably to inquiries from Consumers about Listings within the market area served by that Member and displayed on the VOW.
- 8.13** A Member's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping," "data mining," and other unauthorized access, reproduction, or use of Listing Information, the MLS® Database, MLS® Data and any related information. A Member's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by the Association; and shall maintain an audit trail of Consumers' activity on the VOW and make that information available to the Association if the Association has reason to believe that any VOW has been the cause of, or permitted a breach in, the security of the MLS® Data or a violation of applicable MLS® Rules (including the VOW Rules).
- 8.14.01** A Member's VOW shall not display MLS® Listings 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. The Listing Brokerage shall communicate to the Association that the Seller has elected not to permit display of the Listing or property address on the internet. Notwithstanding the foregoing, a Member who operates a VOW may provide to Consumers via other delivery mechanisms, such as email, fax, or otherwise, the MLS® Listings or property addresses of Sellers who have determined not to have the MLS® Listing or property address displayed on the internet.
- 8.14.02** A Member who lists a property for a Seller who has elected not to have the MLS® Listing or the property address displayed on the internet shall cause the Seller to execute a document that so indicates.
- 8.14.03** The Member shall retain such documents for at least one year from the date they are signed, or one year from the date the MLS® Listing expires or is terminated, whichever is later.
- 8.15.01** Subject to 8.15.02 and 8.15.03, a Member's VOW may allow third parties to:
- a) Write comments or reviews about particular MLS® Listings or display a hyperlink to such comments or reviews in immediate conjunction with particular Listings; or
  - b) Display an automated estimate of the market value of the MLS® Listing (or hyperlink to such estimate) in immediate conjunction with the MLS® Listing.

- 8.15.02** Notwithstanding the foregoing, at the request of a Seller, the Member shall disable or discontinue either or both of those features described in 8.15.01 as to any MLS® Listing of the Seller. The Listing Brokerage or Salesperson shall communicate to the Association that the Seller has elected to have one or both of these features disabled or discontinued on all Members' websites. Subject to the foregoing and to Rule 8.15.03, a Member's VOW may communicate the Member's professional judgment concerning any MLS® Listing. A Member's VOW may notify its Consumers that a particular feature has been disabled "at the request of the Seller."
- 8.15.03** In the event that a Member's VOW allows third parties to post comments or reviews on its VOW, or to display a hyperlink to such comments or reviews, the Member's Terms of Use shall include the following:
- a) That the Consumer agrees not to assert any ownership rights of any kind in Listing Information or any related data;
  - b) That the Association shall not be responsible or liable, directly or indirectly, in any way, for any loss or damage of any kind incurred as a result of, or in connection with a Consumer's use of, or reliance on Listing Information, any related data, and/or posted or hyperlinked comments or reviews; and
  - c) That the Association does not endorse any posted or hyperlinked comments or reviews.
- 8.16** A Member's VOW shall maintain a means (e.g., email 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 Member beyond that supplied by the Association and that relates to a specific property displayed on the VOW. The Member shall correct or remove any untrue, deceptive, or misleading information relating to a specific property within forty-eight (48) hours following receipt of a communication from the Association or the Listing Brokerage explaining why the data or information is untrue, deceptive, or misleading. The Member shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.
- 8.17** A Member shall cause the Listing Information available on its VOW to be refreshed at least once every twenty-four (24) hours.
- 8.18** Except as permitted in these VOW Rules, the VOW Policy, any other applicable MLS® Rules or the VOW DataFeed Agreement, no Member shall distribute, provide, display, or make accessible any portion of the MLS® Database or Listing Information to any person or entity.
- 8.19** A Member's VOW must display the Member's privacy policy boldly informing Consumers of, and obtaining Consumers' consent to, all of the ways in which Personal Information that they provide may be collected, used, or disclosed including the fact that Personal Information may be shared with the Association for auditing and/or legal purposes.
- 8.20** A Member's VOW may exclude Listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, and type of property.

- 8.21** A Member who intends to operate a VOW to display MLS® Listing Information must notify the Association in writing of its intention to establish a VOW and must make the VOW readily accessible to PropTx and to all the Association Members for purposes of verifying compliance with these VOW Rules, the VOW Policy, and any other applicable MLS® Rules.
- 8.22** A Member may operate more than one VOW himself or herself or through an AVP. A Member that operates its own VOW may contract with an AVP to have the AVP operate other VOWs on its behalf. However, any VOW operated on behalf of a Member by an AVP is subject to the Member's oversight, supervision, accountability, and the terms of the VOW Policy.
- 8.23** A Member, whether through a Member's VOW or by any other means, may not make available for search by or display to Consumers the following MLS® Data intended exclusively for other Members and their Brokers and Salespersons, subject to applicable laws, regulations, and the RECO Rules:
- a) The Seller's name and contact information, unless otherwise directed by the Seller to do so; and
  - b) Instructions or remarks intended for Co-operating brokers only, such as those regarding showings; security of listed property, including instructions for access or when the property will be empty or occupied; the Seller's mortgage information; and/or personal information about the Seller and residents of the property.
- 8.24** A Member shall not change the content of any Listing Information that is displayed on a VOW from the content as it is provided in the MLS® System. The Member may, however, augment Listing Information with additional information not otherwise prohibited from display by these VOW Rules or by other applicable MLS® Rules as long as the source of such other information is clearly identified. This rule does not restrict the format of display of Listing Information on VOWs or the display on VOWs of fewer than all of the MLS® Listings or fewer than all of the authorized information fields.
- 8.25** A Member shall cause to be placed on the Member's VOW a notice indicating that the Listing Information displayed on the VOW is deemed reliable but is not guaranteed accurate by the Association. A Member's VOW shall include other appropriate disclaimers necessary to protect the Member and/or the Association from liability.
- 8.26** A Member shall cause any MLS® Listing that is displayed on the Member's VOW to identify the name of the Listing Brokerage or Salesperson in a readily visible colour, in a reasonably prominent location, and in typeface not smaller than the typeface used in the display of Listing Information.
- 8.27** A Member shall limit the number of MLS® Listings that a Consumer may view or retrieve, to not more than one hundred (100) MLS® Listings in response to any inquiry.
- 8.28** A Member shall cause any MLS® Listing displayed on the Member's VOW that is obtained from other sources to identify the source of the MLS® Listing.

- 8.29** A Member shall cause any MLS® Listing displayed on the Member's VOW obtained from other sources to be searched separately from MLS® Listings in the MLS® Database.
- 8.30** Members and the AVPs operating VOWs on their behalf must execute the license agreement required by the Association.
- 8.31** Where a Seller affirmatively directs their Listing Brokerage to withhold either the Seller's MLS® Listing or the address of the Seller's MLS® Listing from display on the internet, a copy of the Seller's affirmative direction shall be provided to the Association upon request, within forty-eight (48) hours.
- 8.32** In the event of any conflict between any VOW Rule/VOW Policy and any other MLS® Rules or Policies, the VOW Rule/VOW Policy shall govern, subject to applicable laws, regulations, and the RECO Rules.