

Appendix 1: Western Arizona Realtor Data Exchange (WARDEX) Policies and Procedures

Policy 1: Photos and data: missing and/or incorrect photos, visual tours and listing data (rev. 8/2/08)

1. a. Photo: Participants/Subscribers have 3 calendar days from the date of listing input to input the primary photo, which must be the true front elevation.
b. Participants/Subscribers have 3 calendar days from the date of a notice via email by the WARDEX staff to correct the missing/incorrect information in the MLS. Visual tours linked to the MLS must be unbranded.
2. If the information is not corrected by the end of the third day, the listing agent will be fined \$25 (per occurrence, not per item) via an invoice emailed to the listing agent and emailed carbon-copied to the listing Broker.
3. The listing agent or listing Broker have 48 hours from the date of the fine invoice to correct the information or the listing agent's MLS access will be suspended until the information is corrected in the MLS. A courtesy phone call will be made to the Broker prior to suspension. The listing Broker will be able to access the listing to make the necessary changes. Upon an email to WARDEX or phone call from listing Broker or listing agent to WARDEX stating the corrections have been done, and by verification of corrections by the WARDEX staff, the agent will be reinstated.
4. Payment for the fine invoice must be RECEIVED by WARDEX within 30 days from the date on the invoice or the MLS access of the Participant (Broker) and all of the subscribers (agents) in his/her office will be suspended until the invoice is paid in full.

See WARDEX Rules and Regulations for enforcement of rules or disputes; Section 9 Considerations of Alleged violations.

Policy 2: New construction (rev. 6/18/08)

1. Listings can not be entered into system until building has exterior framing..
2. Listings must have a photo. An artists rendering or photo of similar front elevation may be uploaded as long as "photo similar" is on rendering. One of these must be uploaded within 3 calendar days to avoid fine. See Photo Policy.
3. Closing for purposes of WARDEX is considered to be after Certificate of Occupancy is issued and deed is recorded, not when construction loan is issued.
4. Upon close of escrow, prior to closing the listing in system, a photo of the front elevation of the completed home must be uploaded

See WARDEX Rules and Regulations for enforcement of rules or disputes; Section 9 Considerations of Alleged violations.

Policy 3: Bulletin board (rev. 5/29/08)

The Bulletin Board is for the sole purpose of enhancing a property listed in the WARDEX InnoVia MLS system with additional information, or notices, to all members of a particular Association within the WARDEX jurisdiction.

The Bulletin Board is not to be used as an advertising media for member listings, but to inform other members of a *new* condition or detail of the listing that would not be easily discovered in the daily Hotsheet.

The WARDEX Bulletin Message Board prohibits certain activities; including but not limited to agent recruiting; advertising merchandise for sale or barter; events not for non-profit entities as defined by the State of Arizona; any offensive, political, discrimination or personal posting; a lottery or raffle, other than non-profit charitable purposes. Charitable notices need prior approval from WARDEX prior to posting.

Such inappropriate messages will be immediately removed from the system at the sole discretion of WARDEX.

Policy 4: IDX (rev. 5/29/08)

Option 1: FTP Data Push: Raw text files exported nightly to your web designer's FTP site allowing them to customize the IDX search.

Option 2: Real Time Access: Live links from your website to InnoVia's data, AKA framed. A link for the firm's listings, a link for the agent's listings and a link that searches all active IDX listings within the MLS included.

1. The data to be accessed/displayed is pre-determined by the WARDEX Board of Directors.
2. Data is to be used only by approved WARDEX Participant and/or their agent's personal or firm website and not to be disseminated to a third party vendor without board approval.
3. A WARDEX Subscriber may order IDX individually regardless whether the Firm has signed up. However, the Subscriber will need signed permission of their Participant (Broker).
4. Applicants may download the Internet Data Display Agreement and MarketLinX Order Form from wardex.net or contact Allison Duggins at 800-334-0831 ext. 111.
5. Completed forms, minus WARDEX signature, must be sent to MarketLinX, Allison Duggins directly at fax: 336-547-2723 or email aduggins@marketlinx.com. A copy must be sent to WARDEX at fax: 928-453-1802 or email: wardex@frontiernet.net. Payment is to be made directly to MarketLinX. Checks and major credit cards accepted.
6. All IDX questions should be directed to Allison Duggins at 1-800-334-0831 ext.111
7. After processing of the order Allison will email WARDEX staff for approval. Participant and/or agent must be in good standing with WARDEX to obtain approval.
8. See WARDEX Rules and Regulations Article 18 for complete list of rules

Policy 5: Service committee (rev. 5/29/08)

1. Committee will consist of three members from each shareholder association. The members and terms will be selected by manner of choice by each of the associations.
2. The committee will elect a chairperson.
3. The committee will meet monthly and rotate communities in this order: Lake Havasu City>Kingman>Bullhead City. They may meet via teleconferencing with majority approval.

Members must confirm attendance prior to meeting. If there are no members confirmed from the next meeting location, the meeting will be held at the next location in order.

4. The WARDEX staff will prepare an agenda and take minutes of each meeting. In her/his absence she/he will appoint a member to take minutes.
5. Attendance will be taken. Upon the 2nd consecutive or 3rd absence, the member will be dropped from the committee and replaced by another member from their shareholder association. Chair is to notify their association executive that a replacement is needed.
6. The committee will follow Robert's Rules of Order
7. The committee will hear and discuss shareholder association's user group reports in this order: Lake Havasu City>Kingman>Bullhead City.
8. A list will be prepared by the WARDEX staff member of items to be taken to the next WARDEX BOD meeting
9. WARDEX staff member will email the service committee members the decisions of the WARDEX BOD.
10. AE's are ex-officio members of the service committee.

**Policy 6: WARDEX new user, transfer, firm and agent maintenance (rev. 8/20/2008)
(replaces New and transferred members)**

1. Role of Local Associations

(A) The local associations will sign up new WARDEX Participants and Subscribers. This is for REALTOR® members as well as the unlicensed admin staff. The appropriate Participant or Subscriber agreement will be completed and retained at the association office. "WARDEX New User" form will be completed and mailed to WARDEX with the user's fee check. For "Alias" personal assistants, the WARDEX form "Authorization for Unlicensed Personal Assistant/Alias Login ID" will be sent to WARDEX with the "WARDEX New User" form. Association staff will provide the initial WARDEX/InnoVia training for including training for REALTOR® members, admin staff and personal assistants within 60 days of sign up.

(B) For consistency and uniqueness, the agent IDs are to be as follows: all licensed users will be their NRDS number, unlicensed admin will be an "a" followed by the first initial of their first name followed by the first 3 letters of their last name and unlicensed personal assistants will be a "p" followed by the first initial of their first name followed by the first 3 letters of their last name.

(C) WARDEX is to be notified by email immediately following all new user signups.

2. Activation and Inactivation of WARDEX users.

(A) Except for the initial new user signup, WARDEX will handle all the user activations and inactivations. Inactivations may result from non payment of a WARDEX invoice for fees or fines, inactivation of license with the ADRE, violation of photo and data policy and others. To activate a property manager who has completed a waiver to opt out of WARDEX, a Subscriber Agreement needs to be signed and the appropriate WARDEX fee paid. This can be done at a local association or the WARDEX office. If they sign up at the WARDEX office the local association will be notified immediately and the original subscriber agreement will be mailed to their local association. If they sign up at a local association WARDEX will be notified immediately so they can be activated into the system. For a lockbox key they will to go to their local association.

(B) There will be a reactivation fee of \$50 for all activations due to the delinquent payment of a WARDEX invoice.

3. Fee Proration

(A) The annual user fee for a licensed member of a local association is \$240. New members will be prorated according to the quarter in which they sign up. Proration as follows; New association REALTOR[®] member: July 1-September 30 is \$240, October 1-December 31 is \$180, January-March 30 is \$120 and April –June 30 is \$60. New admin will be prorated as follows: July 1-September 30 is \$130, October 1-December 31 is \$98, January-March 30 is \$65 and April –June 30 is \$33. New non-members are prorated as follows; July 1-September 30 is \$700, October 1-December 31 is \$525, January-March 30 is \$350 and April –June 30 is \$175.

(B) Fees will be mailed to WARDEX daily with the WARDEX New User form unless other arrangements have been made. If sign up occurs after that day's mail has been picked up, it is to be sent the next business day.

4. WARDEX Non-member

(A) They are defined as a REALTOR[®] appraiser, a broker, an agent of a non-member broker or admin or personal assistant of a non-member broker who does not belong to any local association. Broker must subscribe to WARDEX for agent or staff to subscribe. A broker and any of his staff may subscribe without the entire firm subscribing only if the office is located outside WARDEX's territorial jurisdiction. Within the territorial jurisdiction, broker and all members of the firm must subscribe. WARDEX will encourage interested parties to subscribe a local association and become a member. WARDEX will do the sign up, activation and administration for all WARDEX non-members.

(B) The same pro-ration of fees applies as in section 3a

5. Transfers

(A) All transfers of users and their listings will be done by the WARDEX staff. The WARDEX "WARDEX User Transfer" and "WARDEX Listing Transfer Authorization" forms must be used and sent to WARDEX prior to any transfers. There will be no WARDEX transfer fee. The local associations will retain their own individual policies regarding transfers.

(B) Listings will be transferred to the broker unless specified on the Listing Transfer form and signed by the original broker. After the listings are transferred, the agent can be transferred to the new firm.

6. Annual Fee Invoicing

(A) WARDEX will invoice users annually on June 1 and be due and payable by July 1. Invoices still delinquent July 2 will be assessed a \$50 late fee and if still delinquent on August 1 user will be inactivated and invoice becomes payable by the broker. All invoices for users in a Firm will be sent to designated brokers with a list of names to verify. WARDEX is to be notified immediately if the list is missing an agent's invoice or an agent on the list has been severed. Invoices will be sent US mail, personally delivered or placed in association mail boxes.

(B) See Policy 7 Payment of Dues.

7. Method of Payments

(A) All checks and money orders are to be made payable to WARDEX. No cash or credit cards accepted.

(B) Checks returned by the bank for non-sufficient funds (NSF) will result in immediate suspension of system use and user will be assessed a \$50 NSF fee. Only a cashier's check or money order will be accepted for reinstatement.

(C) Payments may be made in person at any local association office or the WARDEX office or be mailed. It is not the local association's responsibility to verify information on these checks. Checks received after due date for any reason including sent to wrong address and/or checks made out to the wrong payee or wrong dollar amount are subject to appropriate fees and/or suspension of services.

8. Notice

(A) Other than annual fee invoices, WARDEX has chosen email as its primary method of notice for invoicing, compliance notices and correspondence with associations. All late fee and compliance invoices and related correspondence will be cc'd to the broker. Notice of all agent transfers, user activation and inactivation will be emailed to the association membership staff person and the AE. All users must have a valid email address entered under their firm and/or agent maintenance screens. Failure to have a valid email address or failure to check email will not construe a lack of notice.

9. Compliance and Rules and Regulations Violations

(A) WARDEX staff will follow the WARDEX rules, regulations and policies set forth for all compliance and violation issues.

10. Firm and Agent Maintenance

(A) To maintain user integrity WARDEX reserves the right to correct any outdated or incorrect data for a firm or individual under the maintenance menu. This includes email addresses, phone numbers, firm addresses, fax numbers etc.

(B) Participants and subscribers are to update any changes with their firm or agent information in the system within 10 days of such change. These changes include phone numbers, addresses, email addresses etc.

Policy 7: Payment of dues (rev. 7/30/08)

Fiscal year July 1 – June 30

Checks and money orders only, payable to WARDEX. No cash or credit cards accepted. NSF = immediate service suspension. NSF fee = \$50 + \$50 late fee if replacement check is received after July 1, Reinstatement with payment for entire amount due with cashiers check or money order only. No refunds after due date.

June 1 Invoice annual dues

July 1 Due date – payment must be received by WARDEX or your local association

Next business day Impose \$50 late fee for all payments not yet received

- July 20** Notify broker via email of unpaid dues of any of their agents
- August 1** If still past due 30 days from due date, MLS service will be suspended. WARDEX to notice Broker via email.
- August 2** If still licensed with Broker, WARDEX to transfer agent dues to Broker and invoice Broker.
- August 10** Final due date from Broker
- August 11** Suspend Broker's office until payment is received

If Broker has listings, a certified letter acting as notice per rules & regulations, will be mailed the day of service suspension or next business day. Broker has 15 business days from date of letter to pay all appropriate fees. All listings will be cancelled on the 16th day if Broker is not brought to good standing.

Annual fees:

REALTOR® Participant, REALTOR® Subscriber, REALTOR® Administrative, REALTOR® Licensed/Certified Appraisers	\$240
Non-licensed Administrative and Clerical staff	\$130
WARDEX only (Association non-member)	\$700

Note: All ADRE licensed agents working for a Participant are subject to WARDEX fees unless a valid waiver is submitted and approved.

Policy 8: Finance Policy (rev. 8/20/08)

1. Financial Responsibilities

- (A) It is the responsibility of the MLS Director to maintain and present to the Board of Directors the monthly financial statements including, but not limited to the balance sheet and profit and loss with YTD figures. The WARDEX Treasurer shall maintain and administer the financial and investment program of WARDEX.
- (B) The elected Treasurer of WARDEX shall chair the Finance Committee and propose any new financial policies or recommendations to the Board of Directors. Finance meetings are to be held on an "as needed" basis, but no less than three (3) times annually.
- (C) The elected President shall be a member of the Finance Committee.
- (D) The Board of Directors shall approve or disapprove all policies as recommended by the Finance Committee.

2. Fiscal Records

- (A) The Fiscal year of WARDEX shall be July 1st through June 30th.

3. Dues/Applications

(A) Application fees: The local associations will sign up new WARDEX Participants and Subscribers. This is for REALTOR® members as well as the unlicensed admin staff. The appropriate Participant or Subscriber agreement will be completed and retained at the association office. "WARDEX New User" form will be completed and mailed to WARDEX with the user's fee check. For "Alias" personal assistants, the WARDEX form "Authorization for Unlicensed Personal Assistant/Alias Login ID" will be sent to WARDEX with the "WARDEX New User" form. Association staff will provide the initial WARDEX/InnoVia training for including training for REALTOR® members, admin staff and personal assistants within 60 days of sign up.

(B) Annual dues: All dues are invoiced June 1st and due in full by July 1st of each year. The payment may be collected by WARDEX or the member's local associations. Only payments in the form of check or money orders will be accepted and must be accompanied by the invoice. Cash will not be accepted under any circumstances. A late fee will be assessed the next business day after the due date. If still unpaid by July 20th the Broker will be notified of the unpaid status. If still not paid 30 days after due date, August 1st the MLS service will be suspended and the Broker will be notified. If the agent is still licensed with the Broker August 2nd the agent's unpaid dues will be transferred to the Broker and the Broker will be invoiced. August 2nd is the final due date from the Broker. If the invoice is still unpaid August 11th the Broker and all agents in the Broker's firm will be suspended.

4. Donations and Funding of Projects

(A) All solicitations for donations and funding of projects must be approved by the Board of Directors. All requested funds must be accompanied by a written proposal.

5. Special Funding Request

(A) Proposals for additional monies beyond budgeted items shall be submitted to the Board of Directors for approval.

6. Emergency Expenditures Authorization

(A) The President and/or MLS Director shall have the discretion of spending up to five hundred dollars (\$500.00) for non-budgeted emergency purposes. In the event that an emergency expenditure may occur, the President or MLS Director shall report said expenditure to the Board of Directors immediately.

7. Contracts and Encumbrances

(A) The President and /or the MLS Director, with the approval of the Board of Directors shall be the only individual authorized to enter into contracts or agreements which incur financial or other liabilities to WARDEX.

(B) The Board of Directors shall receive copies of all contracts a minimum of seven (7) calendar days prior to the next scheduled Board of Directors meeting. All executed contracts shall be maintained in the WARDEX office.

8. Operating and Reserve Funds

(A) The Board of Directors shall be responsible for the administration and maintenance of WARDEX's finances.

(B) All funds not required for the current month's expenditures shall be deposited into interest bearing accounts.

- (C) All funds shall be deposited into federally insured institutions with an office in Arizona. Total deposits within a single institution may not exceed the federally insured amount of one hundred thousand (\$100,000.00) including all interest earned.
- (D) When funds located within a single institution reach one hundred thousand (\$100,000), all monies in the excess of eighty thousand (\$80,000) shall be moved to an interest bearing account in an alternative financial institution as approved by a simple majority vote of the Board of Directors.
- (E) All sums placed in the reserve funds shall be a continuing item on the balance sheet and shall be so identified.
- (F) The current President, Vice-President, Treasurer and MLS Director shall be signatories on all WARDEX accounts. All checks from any WARDEX account exceeding five hundred dollars (\$500.00) must have two (2) signatures. The exception to this policy is the monthly office rent and the monthly MLS user invoice. Any check for any amount made payable to a signatory to which they may personally endorse will require two (2) signatures.
- (G) Cash withdrawals from any WARDEX account in any amount require two (2) signatures.

General Checking Account

- (1) At all times there shall be sufficient liquid funds available to cover a minimum of one (1) month expenses.
- (2) The general checking account shall be maintained by the MLS Director, under the supervision of the Treasurer and finance committee.

Payroll Account

- (1) At all times there shall be sufficient funds to pay the wages, employment taxes and service fees for the following payroll.
- (2) The payroll account shall be maintained by the MLS Director, under the supervision of the Treasurer and finance committee.

Operating Reserve Fund

- (1) The reserve shall be maintained at an amount not less than fifty-six thousand (\$56,000) or two (2) months operating expenses.
- (2) The MLS Director is authorized to transfer up to twenty-eight thousand dollars (\$28,000) per calendar month from the operating reserve fund to the general checking account and the Payroll Account to cover WARDEX expenses.

9. Accounts Receivable

- (A) All accounts receivables are due and payable in thirty days (30) from the date of the invoice except annual dues which are billed one month prior to the due date. Dues invoices unpaid thirty days (30) after the due date will result in suspension of service. Compliance invoices unpaid thirty days (30) after invoice date will result in suspension of service.

10. Return Check Procedure

- (A) There shall be a thirty-five dollar (\$50.00) charge on all returned checks. Individuals or offices issuing NSF checks will be immediately suspended from the MLS system. They will be reinstated immediately upon payment in full of all monies including fines and late fees by means of a cashiers check or money order.

11. Financial Statements

- (A) Copies of all financial statements shall be made available to the WARDEX Board of Directors at least seven days (7) prior to the WARDEX Board of Directors next scheduled meeting.
- (B) Copies of financial statements shall be made available to any shareholder association Board of Director upon request.

Policy 9: Other rules and fines (rev. 7/30/08)

WARDEX RULE	FINE
1. FAILURE OF BROKER TO INPUT LISTING WITHIN ONE BUSINESS DAY. (11-07)	\$50 plus \$10 a day until fixed
2. FAILURE OF THE BROKER TO REPORT A PENDING SALE ON A LISTING BY ONE DAY AT CLOSE OF BUSINESS. (11-07)	\$50 plus \$10 a day until fixed
3. FAILURE OF LISTING BROKER TO REPORT A SALE WITHIN ONE BUSINESS DAY AFTER COE (11-07)	\$50 plus \$10 a day until fixed
4. FAILURE OF THE BROKER TO REPORT A CANCELLED PENDING SALE WITHIN ONE BUSINESS DAY. (11-07)	\$50 plus \$10 a day until fixed
5. FAILURE OF THE BROKER TO REPORT CONTINGENCY FULFILLMENT, RENEWAL OR CANCELLED AGREEMENT. (11-07)	\$50 plus \$10 a day until fixed
6. FAILURE OF LISTING OR SELLING BROKER TO REPORT A SALE BY A NON-MEMBER WITHIN ONE BUSINESS DAY AFTER COE (11-07)	\$50 plus \$10 a day until fixed
7. REPORT THE REFUSAL OF A SALE WITHIN ONE BUSINESS DAY (11-07)	\$50 plus \$10 a day until fixed
8. ANY CHANGE IN PRICE OR OTHER MUST BE FILED WITH THE SERVICE WITHIN ONE BUSINESS DAY. (11-07)	\$50 plus \$10 a day until fixed
9. DUPLICATE LISTINGS MUST BE BROUGHT TO THE ATTENTION OF THE BROKER AND RECONCILED TO REPORT ONE TO BE	If no notice the last one in will be removed by WARDEX.

REMOVED BY THE SERVICE WITHIN ONE BUSINESS DAY (11-07)

10. RETURN CHECK CHARGE (11-07)	\$50
11. DISTRIBUTION OF MLS FULL DISPLAY PRINTOUT TO GENERAL PUBLIC (4-16-08)	Automatic \$250
12. INPUT VIOLATIONS PER PHOTO & DATA POLICY (4-16-08)	\$25
13. DISTRIBUTION OF LOG-IN ID (7-30-08)	Suspension until fine of \$2,000 is paid
14. DISTRIBUTION OR UNAUTHORIZED IDX DATA (7-30-08)	Suspension until fine of \$2,000 is paid
15. www.wardex.net FORUM POSTS: ANY MATTER WHICH MAY BE CONSTRUED AS A VIOLATION OF ANTITRUST	Automatic \$250 and suspension of access to WARDEX User Only section
GENERAL RULES & REGULATION VIOLATION NOT IN ABOVE LIST (6-18-08)	\$50 plus \$10 a day until fixed

WARDEX Board of Directors reserves the right to take further action with repeat offenders or more serious violations such as data security issues. After 30 days fine is transferred to the Broker who will have an additional 30 days to pay EXCEPT item 13 & 14 which will remain with the offending agent.

Policy 10: Harassment (rev. 5/29/08)

Any member of WARDEX may be reprimanded, placed on probation, suspended or expelled for harassment of an association or MLS employee or Association or WARDEX Officer or Director after a hearing in accordance with the established procedures of WARDEX. Disciplinary action may also consist of any sanction authorized in the National Association of REALTOR's® Code of Ethics and Arbitration policy. As used in this section, harassment means any verbal, written including email and/or electronic communication devise and/or physical conduct including threatening or obscene language, unwelcome sexual advances, stalking, actions including strikes, shoves, kicks or other similar physical contact, or threats to do the same, or any other conduct with the purpose or effect of unreasonable interfering with an individual's work performance by creating a hostile, intimidating or offensive work environment. The decision of the appropriate disciplinary action to be taken shall be made by the investigatory team comprised of

the President, Vice President and one member of the Board of Directors selected by the highest ranking officer not named in the complaint upon consultation with legal counsel for WARDEX. If the complaint names the President or Vice President, they may not participate in the proceedings and shall be replaced by the Immediate Past President or, alternatively, by another member of the Board of Directors selected by the highest ranking officer not named in the complaint.

Policy 11: Payment of Fines (Rev. 5/29/08)

Checks and money orders only. No cash or credit cards accepted.

Photos and data compliance fines:

1. After the 3rd day of non-compliance a \$25 invoice will be emailed to the agent and carbon-copied to their Broker and must be paid within 30 days
2. If invoice is not paid in 30 days, Broker and all the agents in the office MLS services will be suspended until invoice is paid.

Rules and Regulations Fines:

1. An invoice for the applicable fine will be invoiced and emailed to the agent and carbon-copied to their Broker.
2. The \$10 a day penalty will continue to accrue until the situation is fixed.
3. If the invoice is not paid within 30 days the agent's service will be suspended and the fine transferred to the Broker.
4. If the fine is not paid by the Broker within 30 days the Broker and all the agents in the office MLS services will be suspended until invoice is paid.
5. A formal appeal to the Board of Directors (made in writing with 20 days of imposed fine) will freeze all fines until the hearing and final decision of the Board of Directors. The invoice with all accrued penalties must be paid within 10 days of the Board's final decision or the Broker and all the agents in the office MLS services will be suspended until invoice is paid.

Annual WARDEX fees:

1. Invoice is due 30 days (July 1) from the invoice date (June 1). The invoices will be sent to the Broker at their place of business. It is the Broker's responsibility to distribute the invoices and let WARDEX know if they have an invoice belonging to an agent that is not theirs or are missing one of their agent's invoice.
2. A \$50 late fee will be added on day 31 (July 2).
3. If the invoice and late fee is not paid within 30 days the invoice will be transferred to the Broker (Aug 1). The Broker will not be responsible for the payment of the invoice if they provide proof to WARDEX that the agent has severed with their Firm.
4. Broker will have 10 days to pay the invoice and late fee or the Broker and all the agents in the office MLS service will be suspended until invoice is paid (Aug 11).

Policy 12: Use of Alias (Rev. 7/11/08)

The alias is for a non-licensed personal assistant, a team member, partner, co-listing/selling agent, administrative staff etc. who would have a need to login and access another agent's (primary agent) listings and transactions. Every alias needs their own personal login ID. It is against MLS rules and the fine is \$2,000 for ANY user of the system to give ANYONE their login ID.

Under maintenance>agent maintenance a broker may add an alias to a primary agent of their firm's profile. To add the alias, enter the alias' login ID on the Alias line. There can be more than one alias. Enter the login IDs separated by a comma.

The alias primarily is used by an office administrative staff or personal assistant. The alias must log in with their personal login ID and choose to be logged in as the alias of the primary agent to

whom they are entered under. This allows an assistant to print listings, CMAs and flyers and have the listing agent's information appear on the printouts.

An administrative staff MLS subscriber has their own login number to put on the alias line. However personal assistants will not have a login number. The broker may complete the "Authorization for Unlicensed Personal Assistant Login ID" and submit it to WARDEX to obtain a login ID for a personal assistant working for an agent in their firm. The personal assistant can not have an active real estate salesperson or brokers license, but may have an inactive one. An assistant with a license must pay WARDEX fees to get a login. It will be the broker's responsibility to let the WARDEX know immediately when a personal assistant severs so the login ID can be made inactive. There will be no fee for this unlicensed assistant.

The primary agent and their broker will be responsible for all entries and actions of their alias with regards to his/her use of their login ID, service agreement conditions, rules and regulations and policies of WARDEX.

Policy 13: Communication (rev. 7/30/2008)

The following are the Communication Policies of the Western Arizona Realtor Data Exchange, Inc., from henceforth known as WARDEX.

1. Authorized Spokesperson

- (E) The President shall be the authorized spokesperson for the Service. No other individual shall speak for WARDEX without prior approval of the President.

2. General Communications

- (C) Articles and communications to be submitted to the media regarding information obtained by the MLS system, activities or function shall be reviewed or developed, and subsequently submitted, by the MLS Director upon approval of the president.

3. Committee Correspondences

- (B) Any and all correspondence of a committee to other individuals regarding that committee's functions, responsibilities and programs shall come only from the Chairman or WARDEX Staff. Further, all such communications shall originate from or be coordinated with the WARDEX Staff. All written communications relative to the system, programs, activities, notices and meetings shall be submitted in advance to the MLS Director for reference and retention.
- (B) All committee programs, classes and activities shall be noticed to Participants and Subscribers via the calendar on the WARDEX website www.wardex.net or methods determined to be the most effective by the WARDEX office.

4. Calls to Action

- (A) Unless specifically directed by the National Association of REALTORS[®], Arizona Association of REALTORS[®], or WARDEX, no "Call to Action" will be initiated by any individual Participant or Subscriber, office, affiliate, shareholder association staff person, or WARDEX staff person.
- (B) No individual Participant or Subscriber, office, affiliate, shareholder association staff person, or WARDEX staff person is authorized to communicate with a county, city, state legislative official and/or federal legislative official on behalf of WARDEX without the prior

consent of the President or MLS Director.

- (C) All Participants or Subscribers, offices, affiliates, shareholder association staff persons, or WARDEX staff persons when acting solely on behalf of themselves on MLS related matters are strongly advised to first consult the Arizona Association of REALTORS® prior to expressing legislative opinions and/or concerns with any legislative officials to ensure there is a clear understanding of the issue at hand.

5. WARDEX Publications

- (C) Publications include but are not limited to verbiage, article, newsletter or commentary developed and disseminated by WARDEX.
- (B) No Participant or Subscriber, affiliate or individual is permitted to develop derivative works or modify WARDEX publications without the express written permission of WARDEX.

6. Participant or Subscriber Rosters/Email Lists

- (A) WARDEX will not sell and WARDEX staff will not distribute or assist in obtaining email addresses to any third party or current Participant or Subscriber of the system.
- (D) No Participant or Subscriber, affiliate or individual is permitted to sell or distribute email addresses to any third party.

7. WARDEX Website www.wardex.net: Access, Blog and Forums

- (A) WARDEX staff are the sole administrators of the website. No Participant or Subscriber may be granted administrative access.
- (B) Blog postings will be at the sole discretion of WARDEX, however Participants and Subscribers may suggest potential topics for inclusion.
- (C) Forums are provided for use of registered Participants and Subscribers.
 - (1) The opinions expressed in the Forum are the opinions of the individual author and may not be shared by WARDEX.
 - (2) WARDEX reserves the right to edit or remove any post without notice.
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