

**Appendix 1: Western Arizona Realtor Data Exchange (WARDEX)  
Policies and Procedures (latest rev. 3/24/10)**

**Policy 1: Photos and data: missing and/or incorrect photos, visual tours and listing data (rev. 7/15/09)**

1. a. Photo: Participants/Subscribers have 3 calendar days from the date of listing input to input the primary photo, which must be the exterior of the home. Se rule 1.2.5.1(a). Business only and vacant land listings do not require a photo. (rev. 7/15/09)

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 Bulleting 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/RETS (rev. 2/26/2010)**

This does not apply to SureClose. Every WARDEX firm agent in good standing can receive their own listings at no charge. The SureClose Order Form can be found on [wardex.net](http://wardex.net) and faxed directly to MarketLinx.

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. There is a \$2,000 fine for unauthorized distribution/sharing your IDX.
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) and signature of any 3<sup>rd</sup> party web designer/webmaster.
4. A new Internet Data Display Agreement and MarketLinx Order Form must be completed with all updated information and your new broker's signature if you transfer to a new office or change your website. Write Paid-Transfer or Paid-New URL in the Billing Info section or the order form.
5. Applicants may download the Internet Data Display Agreement and MarketLinx Order Form from [wardex.net](http://wardex.net) or contact WARDEX at 928-704-2800 or 888-451-1801.
6. Completed forms; the Internet Data Display Agreement and the MarketLinx Order Form must be sent to WARDEX at fax: 928-704-2808 or email: [support@wardex.net](mailto:support@wardex.net). Enter your credit card information on the order form and sign. Call Judy Kelton if you wish to pay by check.
7. Participant and/or agent must be in good standing with WARDEX to obtain approval. WARDEX will email Judy Kelton the MarketLinx Order Form with an approval upon verification of firm/agent and website.
8. Specific IDX questions should be directed to Judy Kelton at or 800-334-0831, 413-374-4898 or [jkelton@marketlinx.com](mailto:jkelton@marketlinx.com)
9. See WARDEX Rules and Regulations Article 18 for complete list of rules

**Policy 5: Service Committees (rev. 5/20/09)**

1. The residential, commercial and rental committees will consist of maximum of three members from each shareholder association. The members and terms will be selected by manner of choice by each of the associations.
2. All committee meetings will be held at the WARDEX office and via teleconferencing.
3. Meetings are to be held monthly if there are user group issues. User group reports with items to be discussed must be emailed to all committee members and to the MLS Director no later than 9am the morning of the meeting. MLS Director may cancel any meeting after the 9am deadline if no reports are received.
4. The committee will not be required to follow Robert's Rules of Order
5. The committees will hear and discuss member association's user group reports in this order: Lake Havasu City>Kingman>Bullhead City>La Paz.
6. A list will be prepared by the WARDEX staff member of items to be taken to the next WARDEX BOD meeting for approval. All approved changes will be submitted to the MLS vendor quarterly. Quarterly means the day after the board meeting each quarter based on the calendar year.
7. WARDEX staff member will email the service committee members the decisions of the WARDEX BOD. All approved items will be placed on the MLS system's board news and emailed to Participants.
8. AE's are ex-officio members of the service committee.

**Policy 6: WARDEX new user, transfer, firm and agent maintenance (rev. 3/24/10)**

1. Member: New WARDEX Participants and Subscribers

(A) WARDEX's participating associations herein referred to as "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. A copy of the Agent's Maintenance Screen will be 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 completed by the Designated Broker, input by the association and send to the WARDEX office. Association staff will provide the initial WARDEX/InnoVia 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) Our MLS vendor only charges one MLS access fee per user. Any user entered more than once, such as brokers in more than one association must have the Duplicate Login Y/N marked Yes on their second, third etc. agent maintenance screens to avoid overbilling by the vendor. Only WARDEX has the ability to do this so associations need to notify WARDEX immediately upon signing up a duplicate user.

(D) WARDEX is to be notified following all new user signups. This should be done no later than the Friday of each week via email or fax.

(E) All licensed agents working under a WARDEX Participant whose primary membership is with one of our participating associations must subscribe to the MLS.

## 2. Activation and Inactivation of WARDEX Participants and Subscribers.

(A) WARDEX will handle inactivations due to non payment of a WARDEX invoice for fees or fines, violation of photo and data policy and other rules and policy violation. WARDEX will notify the responsible Participant and their local association with the reason prior to the suspension of any MLS service access. The associations will handle an inactivation due to the inactivation of a Participant's or Subscriber's real estate license with the ADRE or agent being severed by a Participant. WARDEX is to be notified by email immediately after these inactivations. 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. Their activation and training will be done by the association. WARDEX is to be notified after these activations. If the association is unable to activate or inactivate a user, the WARDEX may do so and notify the association immediately.

(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 Participant of a participating association or licensed Subscriber of the MLS is \$240. New members will be prorated according to the quarter in which they sign up. Proration as follows;

New participating association Participants and all licensed Subscribers: 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-member MLS only (Participants only) 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 a copy of the Agent's Maintenance Screen unless other arrangements have been made.

(C) Fee invoices and receipts to contain the following disclaimer. "There are no refunds of MLS fees."

## 4. MLS only

(A) WARDEX will adhere to NAR's Board of Choice Policy. An MLS only Participant is defined as a REALTOR® who is a principal, partner, corporate officer or branch manager acting on behalf of a principal who does not belong to any WARDEX affiliated association. The MLS only Participant will not be charged for all affiliated licensees in their main office, however the Participant must join the MLS for any of their agents to join. WARDEX will do the sign up, activation, training and administration for all WARDEX MLS only Participants and Subscribers.

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

## 5. Transfers

(A) All transfers of users will be done by the associations. There will be no WARDEX transfer fee. The local associations will retain their own individual policies regarding transfers.

(B) No listings can be transferred through InnoVia from one firm to another. Designated brokers must withdraw/cancel or transfer listings to themselves or another agent within the office (or request this to be done by WARDEX or association) before an agent can be transferred or severed. After the listings are transferred, the agent can be transferred to the new firm.

(C) WARDEX is to be notified following all transfers. This should be done no later than the Friday of each week via email or fax.

#### 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 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 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

11. WARDEX and the associations will abide by NAR’s MLS bylaws, rules and policies.

12. If any association requests, any association’s duties may be performed by the WARDEX staff upon approval of the WARDEX board.

**Policy 7: Payment of dues (rev. 1/28/09)**

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.**

<b>June 1</b>	Invoice annual dues
<b>July 1</b>	Due date – payment must be received by WARDEX or your local association
<b>Next business day</b>	Impose \$50 late fee for all payments not yet received
<b>July 20</b>	Notify broker via email of unpaid dues of any of their agents
<b>August 1</b>	If still past due 30 days from due date, MLS service will be suspended. WARDEX to notice Broker via email.
<b>August 2</b>	If still licensed with Broker, WARDEX to transfer agent dues to Broker and invoice Broker.
<b>August 10</b>	Final due date from Broker
<b>August 11</b>	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:**

WARDEX REALTOR® Participant, REALTOR® Subscriber,  
 REALTOR® Administrative,  
 REALTOR® Licensed/Certified Appraisers \$240  
 La Paz Association 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. 2/17/2010)**

1. Financial Responsibilities

- (A) It is the responsibility of the MLS CEO 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.
- (C) The 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 1<sup>st</sup> through June 30<sup>th</sup>.

3. Dues/Applications

- (A) Application fees: The Shareholder Associations will sign up new WARDEX Participants and Subscribers who join their association. WARDEX staff will sign up all MLS Only Subscribers and non-Shareholder Associations 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 office which signs them up. For “Alias” personal assistants, the WARDEX form “Authorization for Unlicensed Personal Assistant/Alias Login ID” will be sent to WARDEX. Association staff will provide the initial WARDEX/InnoVia training for their REALTOR® members, admin staff and personal assistants within 60 days of sign up.
- (B) Annual dues: All dues are invoiced June 1<sup>st</sup> and due in full by July 1<sup>st</sup> 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 20<sup>th</sup> the Broker will be notified of the unpaid status. If still not paid 30 days after due date, August 1<sup>st</sup> the MLS service will be suspended and the Broker will be notified. If the agent is still licensed with the Broker August 2<sup>nd</sup> the agent’s unpaid dues will be transferred to the Broker and the Broker will be invoiced. August 2<sup>nd</sup> is the final due date from the Broker. If the invoice is still unpaid August 11<sup>th</sup> 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 CEO 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 CEO shall report said expenditure to the Board of Directors immediately.

#### 7. Contracts and Encumbrances

- (A) The President and /or the CEO, 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 or in a manner which is the most financially beneficial to the corporation.
- (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 less \$10,000, including all interest earned.
- (D) When funds located within a single institution reach the maximum insured amount, less \$10,000, all excess monies 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, Secretary/Treasurer and CEO shall be signatories on all WARDEX accounts. A signatory shall not sign a check made payable to them.
- (G) Cash withdraws 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 CEO, 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 or monitored by the CEO, 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. The reserve is to be built to two hundred thousand (\$200,000) or as recommended by the CEO and CPA and approved by the Board of Directors.
- (2) The CEO 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. CEO may transfer other funds with approval by the Board of Directors.

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)**

<b>WARDEX RULE</b>	<b>FINE</b>
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 REMOVED BY THE SERVICE WITHIN ONE BUSINESS DAY (11-07)	If no notice the last one in will be removed by WARDEX.
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
<b>13. DISTRIBUTION OF LOG-IN ID (7-30-08)</b>	<b>Suspension until fine of \$2,000 is paid</b>
<b>14. DISTRIBUTION OR UNAUTHORIZED IDX DATA (7-30-08)</b>	<b>Suspension until fine of \$2,000 is paid</b>

15. [www.wardex.net](http://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 WARDEX may add an alias to a primary agent of their firm's profile. An alias is created by entering 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 staff 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](http://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<sup>®</sup>, Arizona Association of REALTORS<sup>®</sup>, 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<sup>®</sup> 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](http://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.

(3) Posts pertaining to implying any matter which may be or be construed as a violation of Antitrust Law, real estate law and code of ethics, derogatory and/or inappropriate comments or material will be immediately removed and the author of the post will be fined \$250. The author's access privileges to the WARDEX User Only section of the site will be terminated. (Antitrust Law violations include but are not limited to price fixing, commissions and boycotts. Other violations include steering and discriminatory posts.)

(4) WARDEX reserves the right to suspend or terminate access to the WARDEX User Only section of the website for any user who abuses the service. Abuse may be defined on a case-by-case basis solely at the discretion of the MLS Director and is without recourse.

**Policy 14: Virtual Office Websites (adopted. 01/2009)**

I. Definitions and Scope of Policy.

1. For purposes of this Policy, the term Virtual Office Website ("VOW") refers to a Participant's Internet website, or a feature of a Participant's Internet website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS data, subject to the Participant's oversight, supervision, and accountability.

a. A Participant may designate an Affiliated VOW Partner ("AVP") to operate a VOW on behalf of the Participant, subject to the Participant's supervision and accountability and the terms of this Policy.

b. A non-principal broker or sales licensee, affiliated with a Participant, may, with the Participant's consent, operate a VOW or have a VOW operated on its behalf by an AVP. Such a VOW is subject to the Participant's supervision and accountability and the terms of this Policy.

c. Each use of the term "Participant" in this Policy shall also include a Participant's non-principal brokers and sales licensees (with the exception of references in this section to the "Participant's consent" and the "Participant's supervision and accountability," and in section III.10.a, below, to the "Participant acknowledges"). Each reference to "VOW" or "VOWs" herein refers to all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an AVP.

2. The right to display listings in response to consumer searches is limited to display of MLS data supplied by the MLS(s) in which the Participant has participatory rights. This does not preclude a firm with offices participating in different MLSs from operating a master website with links to such offices' VOWs.
3. Participants' Internet websites, including those operated for Participants by AVPs, may also provide other features, information, or services in addition to VOWs (including the Internet Data Exchange ("IDX") function).
4. The display of listing information on a VOW does not require separate permission from the Participant whose listings will be available on the VOW.
5. Except as permitted in Sections III and IV, MLSs may not adopt rules or regulations that conflict with this Policy or that otherwise restrict the operation of VOWs by Participants.

## **II. Policies Applicable to Participants' VOWs.**

1. A Participant may provide brokerage services listing data available, but only to consumers with whom the Participant has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s).
2. A Participant's VOW must obtain the identity of each Registrant and obtain each Registrant's agreement to Terms of Use of the VOW, as follows:
  - a. Registrant must provide his or her name and a valid email address. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in subsection c below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.
  - b. The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the Participant, at the option of the Participant. An email address may be associated with only one user name and password. The Registrant's password and access must expire on a date certain but may be renewed. The Participant must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of the data or a violation of MLS rules related to use by one or more Registrants, the Participant shall, upon request, provide to the MLS a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by the MLS to be suspected of involvement in the violation.
  - c. The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following:
    - i. That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;

- ii. That all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use;
  - iii. That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
  - iv. That the Registrant will not copy, redistribute, or retransmit any of the data or information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property;
  - v. That the Registrant acknowledges the MLS's ownership of, and the validity of the MLS's copyright in, the MLS database. After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is sufficient to acknowledge agreement to those terms. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. The Terms of Use agreement shall also expressly authorize the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW.
- d. An agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
3. A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about properties displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.
4. A Participant's VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database.
5. A Participant's VOW must comply with the following additional requirements:
- a. No VOW shall display listing or property address of any seller who have affirmatively directed its listing broker to withhold its listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listing or property address of a seller who has determined not to have the listing or address for its property displayed on the Internet.
  - b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that conforms to the form attached to this Policy as Appendix A. The Participant shall retain such forms for at least one year from the date they are signed.
  - c. With respect to any VOW that:
    - c. With respect to any VOW that:
      - (i) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or

(ii) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all Participants' websites. Except for the foregoing and subject to subparagraph

(d), a Participant's VOW may communicate the Participant's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller." d. A VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.

e. Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days.

f. Except as provided elsewhere in this Policy or in MLS rules and regulations, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.

g. Every VOW must display a privacy Policy that informs Registrants of the ways in which information obtained from them will be used.

h. A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, or whether the listing broker is a Realtor®.

6. A Participant who intends to operate a VOW must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with this Policy and any other applicable MLS rules or policies.

7. A Participant may operate more than one VOW itself or through an AVP. A Participant who operates a VOW itself shall not be precluded from also operating VOWs in conjunction with AVPs.

### **III. Policies Applicable to Multiple Listing Services.**

1. A Multiple Listing Service shall permit MLS Participants to operate VOWs, or to have VOWs operated for them by AVPs, subject to the requirements of state law and this Policy.

2. An MLS shall, if requested by a Participant, provide basic "downloading" of all MLS non-confidential listing data, including without limitation address fields, listings types, photographs, and links to virtual tours. Confidential data includes only that which Participants are prohibited from providing to customers orally and by all other delivery mechanisms. They include fields containing the information described in paragraph IV(1) of this Policy, provided that sold data (i.e., listing information relating to properties that have sold) shall be deemed confidential and withheld from a download only if the actual sales prices of completed transactions are not accessible from public records. For purposes of this Policy, "downloading" means electronic transmission of data from MLS servers to a Participant's or AVP's server on a persistent basis. An MLS may also offer a transient download. In such case, it shall also, if requested, provide a persistent download, provided that it may impose on users of such download the approximate additional costs incurred by it to do so.

3. This Policy does not require an MLS to establish publicly accessible sites displaying Participants' listings.
4. If an MLS provides a VOW-specific feed, that feed must include all of the non-confidential data included in the feed described in paragraph 2 above except for listings or property addresses of sellers who have elected not to have their listings or addresses displayed on the Internet.
5. An MLS may pass on to those Participants who will download listing information the reasonably estimated costs incurred by the MLS in adding or enhancing its "downloading" capacity to enable such Participants to operate VOWs.
6. An MLS may require that Participants (1) utilize appropriate security protection, such as firewalls, as long as such requirement does not impose security obligations greater than those employed concurrently by the MLS, and/or (2) maintain an audit trail of Registrants' activity on the VOW and make that information available to the MLS if the MLS has reason to believe that any VOW has caused or permitted a breach in the security of the data or a violation of applicable MLS rules.
7. An MLS may not prohibit or regulate display of advertising or the identification of entities on VOWs ("branding" or "co-branding"), except to prohibit deceptive or misleading advertising or co-branding. For purposes of this provision, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated by or for more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.
8. Except as provided in this Policy, an MLS may not prohibit Participants from enhancing their VOWs by providing information obtained from sources other than the MLS, additional technological services (such as mapping functionality), or information derived from non-confidential MLS data (such as an estimated monthly payment derived from the listed price), or regulate the use or display of such information or technological services on any VOW.
9. Except as provided in generally applicable rules or policies (such as the Realtor® Code of Ethics), an MLS may not restrict the format of data display on a VOW or regulate the appearance of VOWs.
10. Subject to the provisions below, an MLS shall make MLS listing data available to an AVP for the exclusive purpose of operating a VOW on behalf of a Participant. An MLS shall make MLS listing data available to an AVP under the same terms and conditions as those applicable to Participants. No AVP has independent participation rights in the MLS by virtue of its right to receive data on behalf of a Participant, or the right to use MLS data except in connection with operation of a VOW for a Participant. AVP access to MLS data is derivative of the rights of the Participant on whose behalf the AVP is downloading data.
  - a. A Participant, non-principal broker or sales licensee, or AVP may establish the AVP's right to receive and use MLS data by providing to the MLS a writing in which the Participant acknowledges its or its non-principal broker's or sales licensee's selection of the AVP to operate a VOW on its behalf.
  - b. An MLS may not charge an AVP, or a Participant on whose behalf an AVP operates a VOW, more than a Participant that chooses to operate a VOW itself (including any fees or costs associated with a license to receive MLS data, as described in (g), below), except to the extent that the MLS incurs greater costs in providing listing data to the AVP than the MLS incurs in providing listing data to a Participant.
  - c. An MLS may not place data security requirements or restrictions on use of MLS listing data by an AVP that are not also imposed on Participants.

d. An MLS must permit an AVP to download listing information in the same manner (e.g., via a RETS feed or via an FTP download), at the same times and with the same frequency that the MLS permits Participants to download listing information.

e. An MLS may not refuse to deal directly with an AVP in order to resolve technical problems with the data feed. However, the MLS may require that the Participant on whose behalf the AVP is operating the VOW participate in such communications if the MLS reasonably believes that the involvement of the Participant would be helpful in order to resolve the problem.

f. An MLS may not condition an AVP's access to a data feed on the financial terms on which the AVP provides the site for the Participant.

g. An MLS may require Participants and AVPs to execute license or similar agreements sufficient to ensure that Participants and AVPs understand and agree that data provided by the MLS may be used only to establish and operate a VOW on behalf of the Participant and not for any other purpose.

h. An MLS may not (i) prohibit an AVP from operating VOWs on behalf of more than one Participant, and several Participants may designate an AVP to operate a single VOW for them collectively, (ii) limit the number of entities that Participants may designate as AVPs for purposes of operating VOWs, or (iii) prohibit Participants from designating particular entities as AVPs except that, if an AVP's access has been suspended or terminated by an MLS, that MLS may prevent an entity from being designated an AVP by another Participant during the period of the AVP's suspension or termination.

i. Except as stated below, an MLS may not suspend or terminate an AVP's access to data (a) for reasons other than those that would allow an MLS to suspend or terminate a Participant's access to data, or (b) without giving the AVP and the associated Participant(s) prior notice and the process set forth in the applicable provisions of the MLS rules for suspension or termination of a Participant's access. Notwithstanding the foregoing, an MLS may immediately terminate an AVP's access to data (a) if the AVP is no longer designated to provide VOW services to any Participant, (b) if the Participant for whom the AVP operates a VOW ceases to maintain its status with the MLS, (c) if the AVP has downloaded data in a manner not authorized for Participants and that hinders the ability of Participants to download data, or (d) if the associated Participant or AVP has failed to make required payments to the MLS in accordance with the MLS's generally applicable payment policies and practices.

11. An MLS may not prohibit, restrict, or impede a Participant from referring Registrants to any person or from obtaining a fee for such referral.

#### **IV. Requirements That MLSs May Impose on the Operation of VOWs and Participants.**

1. An MLS may impose any, all, or none of the following requirements on VOWs but may impose them only to the extent that equivalent requirements are imposed on Participants' use of MLS listing data in providing brokerage services via all other delivery mechanisms:

a. A Participant's VOW may not make available for search by or display to Registrants the following data intended exclusively for other MLS Participants and their affiliated licensees:

i. Expired, withdrawn, or pending listings.

ii. Sold data unless the actual sales price of completed transactions is accessible from public records.

iii. The compensation offered to other MLS Participants.

iv. The type of listing agreement, i.e., exclusive right to sell or exclusive agency.

- v. The seller(s) and occupant(s) name(s), phone number(s) and email address(es), where available.
  - vi. Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.
- b. The content of MLS data that is displayed on a VOW may not be changed from the content as it is provided in the MLS. MLS data may be augmented with additional data or information not otherwise prohibited from display as long as the source of such other data or information is clearly identified. This requirement does not restrict the format of MLS data display on VOWs or display of fewer than all of the listings or fewer authorized data fields.
  - c. There shall be a notice on all MLS data displayed indicating that the data is deemed reliable but is not guaranteed accurate by the MLS. A Participant's VOW may also include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.
  - d. Any listing displayed on a VOW shall identify the name of the listing firm in a readily visible color, and reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.
  - e. The number of listings that Registrants may view, retrieve, or download on or from a VOW in response to an inquiry may be limited to not more than 100 current listings.
  - f. Any listing displayed on a VOW shall identify the name of the listing agent.
2. An MLS may also impose the following other requirements on the operation of VOWs: a. Participants displaying other brokers' listings obtained from other sources, e.g., other MLSs, non-participating brokers, etc. shall display the source from which each such listing was obtained. b. A maximum period, no shorter than 90 days and determined by the MLS, during which Registrants' passwords are valid, after which such passwords must be changed or reconfirmed.
3. An MLS may not prohibit Participants from downloading and displaying or framing listings obtained from other sources, e.g., other MLSs or from brokers not participating in that MLS, etc., but may require either that (i) such information be searched separately from listings obtained from other sources, including other MLSs, or (ii) if such other sources are searched in conjunction with searches of the listings available on the VOW, require that any display of listings from other sources identify such other source.

**Appendix A Seller Opt-Out Form**

1.[Check one]

a. [Check here] I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet; or

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

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

\_\_\_\_\_ initials of seller

