

REALTORS[®] ASSOCIATION OF NORTHEAST WISCONSIN

Wisconsin Commercial Information Exchange

Listing Service Rules and Regulations

WCIE Rules

June 2011



Wisconsin Commercial Information Exchange (WCIE) Rules

Table of Contents

Section 1.	Purpose	Page 4
Section 2.	Participation and other Provisions of Membership	Page 4
Section 3.	Governance, Committees and Meetings	Page 7
Section 4.	Listing Procedures	Page 7
Section 5.	Selling Procedures	Page 10
Section 6.	Refusal to Sell, Lease or Exchange	Page 11
Section 7.	Prohibitions	Page 11
Section 8.	Division of Commissions	Page 12
Section 9.	Confidentiality of CIE Information	Page 14
Section 10.	Ownership of CIE Compilation* and Copyright	Page 14
Section 11.	Use of Copyrighted CI CIE Compilation	Page 14
Section 12.	Use of CIE Information	Page 15
Section 13.	CIE Not Responsible for Accuracy of Information	Page 15
Section 14.	Fees and Finances	Page 15
Section 15.	Other Violations	Page 16
Section 16.	Compliance with Rules and Enforcement of Rules or Disputes	Page 16
Section 17.	Changes in Rules and Regulations	Page 17
Section 18.	Internet Data Exchange (IDX)	Page 17
Section 19.	Terms and Conditions of Access to CIE Website	Page 19

NOTE: To the extent that any CIE Rules & Regulations are inconsistent with current Wisconsin Department of Regulations and Licensing Administrative Rules, the Administrative Rules control.

Reference: NAR Model Rules for Commercial MLS.
Operated as a Committee of a Realtors Association (adopted 11.88)

Approved: December 16, 2009

Amended: April 14, 2010

Amended: June 23, 2010

Amended: June 15, 2011

Wisconsin Commercial Information Exchange (WCIE)

Rules of Procedure

The following Rules of Procedure are designed to establish a uniform basis for understanding and to guide Members in the proper conduct of their CIE participation. These guidelines, and the REALTOR® Code of Ethics and Standards of Practice, will enable all Participants and their Associates to better serve the public and each other.

The Commercial Information Exchange Service, in accepting listings from Participants, does so with the understanding that the Participant has executed the proper contracts and documentation giving the Participant the authority to submit the listing to the service. This includes, but is not limited to, the original listing contract, any subsequent changes, extensions, withdrawals, etc. The Service, in accepting listing information for dissemination, relies on the accuracy of the information supplied by the Participant.

The Wisconsin Commercial Information Exchange is a service of the REALTORS® Association of Northeast Wisconsin, Inc. (RANW). The Wisconsin Commercial Information Exchange is referenced in these Rules as the Wisconsin Commercial Information Exchange, WCIE, CIE, Listing Service, or the Service.

Jurisdiction

The primary jurisdiction of CIE includes the following counties: Brown, Outagamie, Oconto, Calumet, Winnebago, Kewaunee, Waupaca, Fond du Lac, and Shawano, Florence, Menominee, Waushara, Marquette, Green Lake, Door, Marinette, Marathon, Portage, Taylor and Wood. Other areas served by CIE include the Counties of Adams, Dodge, Lincoln, Manitowoc and Sheboygan, and any other market areas in the state of Wisconsin as may benefit from WCIE.

Wisconsin Commercial Information Exchange WCIE Rules and Regulations

Section 1. Purpose

A Commercial Listing Service (CIE) is a means by which authorized Participants make blanket unilateral offers of compensation to other Participants (acting as subagents, buyer agents, or in other agency or non-agency capacities defined by law); by which cooperation among participants is enhanced; by which information is accumulated and disseminated to enable authorized Participants to prepare appraisals, analyses, and other valuations of real property for bona fide clients and customers; by which Participants engaging in real estate appraisal contribute to common data bases; and is a facility for the orderly correlation and dissemination of listing information so participants may better serve their clients and the public. Entitlement to compensation is determined by the cooperating broker's performance as procuring cause of the sale (or lease).

Section 2. Participation

Participation in WCIE: Any REALTOR® of this or any other REALTOR Association who is a principal, partner, corporate officer, or branch office manager acting on behalf of a principal, without further qualification except as stipulated otherwise in these rules or bylaws*, shall be eligible to participate in the WCIE upon agreeing in writing to conform to the rules and regulations thereof and to pay the costs incidental thereto.

However, under no circumstances is any individual or firm, regardless of membership status, entitled to WCIE "participation" or "membership" unless they hold a current, valid real estate broker's license and offer or accept compensation to and from other Participants or are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property.** Use of information developed by or published by a Realtors Association WCIE Listing Service is strictly limited to the activities authorized under a Participant's licensure(s) or certification and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "participation" or "membership" or any right of access to information developed by or published by a Realtors Association CI Listing Service where access to such information is prohibited by law.

Mere possession of a broker's license is not sufficient to qualify for CIE participation. Rather, the requirement that an individual or firm offers or accepts cooperation and compensation means that the participant actively endeavors during the operation of its real estate business to list real property of the type listed on the CIE and/or to accept offers of cooperation and compensation made by listing brokers in the CIE. "Actively" means on a continual and ongoing basis during the operation of the participant's real estate business. The "actively" requirement is not intended to preclude CIE participation by a participant or potential participant that operates a real estate business on a part-time, seasonal, or similarly time-limited basis or that has its business interrupted by periods of relative inactivity occasioned by market conditions. Similarly, the requirement is not intended to deny CIE participation to a participant or potential participant who has not achieved a minimum number of transactions despite good faith efforts. Nor is it intended to permit a CIE to deny participation based on the level of service provided by the participant or potential participant as long as the level of service satisfies state law.

The key is that the participant or potential participant actively endeavors to make or accept offers of cooperation and compensation with respect to properties of the type that are listed on the CIE in which participation is sought. A CIE may evaluate whether a participant or potential participant actively endeavors during the operation of its real estate business to offer or accept cooperation and compensation only if the CIE has a reasonable basis to believe that the participant or potential participant is in fact not doing so. The membership requirement shall be applied in a nondiscriminatory manner to all participants and potential participants.

CIE Participatory rights are available to REALTOR principals, or to firms comprised of REALTOR principals, irrespective of where primary or secondary membership is held. a) CIE may, at their option, assess REALTORS not holding primary or secondary membership locally, b) fees, dues, or charges that exceed those or, alternatively, that are less than those charged Participants holding such memberships locally,, or c) additional fees to offset actual expenses incurred in providing CIE services such as courier charges, d) long distance charges, etc., or e) for charging any Participant specific fees for optional additional services.

Associations are not required to establish prerequisites for C/I participation beyond holding REALTOR® (principal) membership in an Association. However, if the Association wishes to establish prerequisites for CIE Participation or access to the CIE-generated information, the requirement of attendance at an orientation program is the most rigorous prerequisite that may be required.

Responsibility for Conformance with Rules and Regulations: The CIE Participant is responsible to the Service for compliance with the rules and regulations by all of the firm's licensees (including licensed or certified appraisers) who have access to and use of the Service.

Access to Current Listing Information: Only Participants and their affiliated licensees (including licensed or certified appraisers) may have access to and use of the current listing information generated by the CIE.

Section 2.01 Application, Fees and Submission of Current Listings

a. Application: Application for participation shall be made in such manner and form as may be prescribed by the Board of Directors of the Service and made available to any REALTOR® principal member of this or any other Board requesting it. The application form shall contain a signed statement agreeing to abide by these Bylaws and any other applicable Rules and Regulations of the Service as from time to time amended or adopted.

b. One-Time Application Fee: There shall be a one-time new member Participation fee as determined from time to time by the Board of Directors for the services of CIE. Initial fee shall be payable in advance of services starting. There shall be no refund of this Participation fee.

Section 2.02 New Member Submission of Current Listings

Every new member firm shall submit their current listings of the types defined in Section 4, with seller(s) approval, to the CIE within sixty (60) calendar days of acceptance into membership. Once membership is established, additional listings must be submitted in accordance w/ Section 4.

Section 2.03 Orientation/Computer training

Any applicant for CIE participation and (optionally any associate), including licensed or certified appraisers, affiliated with the CIE Participant who desires access to CIE generated information shall complete an orientation program for a total of up to four (4) hours, which will include CIE Rules and CIE System use.

Section 2.04 Transfers of Participation

Transfer within a company: CIE participation shall not be transferable or sold except in limited circumstances. The intent is that any transfer of Participation allowed shall be between parties with a pre-existing business relationship within the company.

For example:

- a. In a pre-existing Wisconsin partnership, the partner named as Participant may effect the transfer of participation to the new or surviving (principal) partner;
- b. In a pre-existing Wisconsin corporation, with an officer named as Participant, the Participant may affect the transfer of the participation to an officer of the same corporation;
- c. In a pre-existing Wisconsin Limited Liability Corporation (LLC), with a registered agent named as the Participant, the Participant may effect the transfer of the CIE participation to another registered agent principal of the same LLC, or to an individual principal of the LLC now acting as a sole proprietor;
- d. In a pre-existing Wisconsin Limited Liability Partnership (LLP), with a registered agent named as the Participant, the Participant may effect the transfer of the CIE participation to another registered agent of the same LLP, or to an individual principal of the LLP now acting as a sole proprietor;

Section 2.05 Transfer to a new legal entity

A Participant (principal) may transfer CIE participation to a new legal entity when there is a change in the legal structure of the original company (e.g. sole proprietorship to LLC), or to a new business entity owned by the Participant (principal), provided that the principal remains a principal in the newly-structured company, or new business entity.

Section 2.06 Transfer between managers

Companies participating in CIE may appoint a manager to act on their behalf as the Participant and may transfer that designation from time to time provided the manager is otherwise qualified.

In a participating company where the principal of the original participating company is not qualified to be an CIE Participant as outlined in Section 2.1, the principal may transfer CIE participation from manager to manager.

Section 2.07 Transfer in Case of Deceased Participants

In a sole proprietorship, LLC or LLP, Corporation, when the person named as Participant deceases, the participation rights in CIE may be transferred to a surviving family member in the company or to a new Participant that a court of competent jurisdiction so declares. Changes of ownership not otherwise covered in this section will be subject to a reapplication and fees thereto.

If a Participant should become deceased and the company does not have a qualified Broker to whom the Participation can be transferred, the CIE is not obligated to provide services, including continued inclusion of the Participant's listings in the CIE compilation of current listing information. Prior to any removal of Participant's listings from the CIE, the company will be advised in writing of the intended removal so that they may advise his/her clients.

Section 2.08 Principal defined

A principal is defined as an owner, officer, or manager acting on behalf of the owner.

Section 2.09 Further conditions

In all cases above, participation is further conditioned on the following:

- a. Transfer of Participant designation within a company may be made only among qualified principals or managers;
- b. The new Participant must be, at the time of acquisition, qualified to become a member of the CIE;
- c. At the time of transfer the existing Participant's membership shall be in good standing with the CIE;
- d. The new company is a real estate business as defined in Section 2;
- e. Any financial obligations to CIE are fulfilled;
- f. The new Participant shall sign a new agreement as required under Section 2.

Section 2.10 CIE Firm re-application fee

CIE firms that have terminated may apply for re-instatement into CIE within one (1) year of terminating, for a \$250.00 re-application fee, assuming the firm's still meets eligibility requirements.

Section 2.11 Medical leave waivers

a. Subscribers: Non-Participant Subscribers may be eligible for an CIE fee waiver, for medical reasons only, when requested by the Participant, and when it can be verified by both the Participant and the Subscriber's physician, that the Subscriber is unable to work for at least two months. The medical leave waiver may not exceed a total of six months. If reactivation is requested beyond the original leave granted, the Subscriber must supply written evidence from the physician verifying that the extended leave was medically warranted.

b. Participants with agents

A Participant may be eligible for an individual medical waiver not to exceed 6 months when it can be verified by the Participant and the Participant's physician that the Participant is unable to work for at least two months, if participating rights can be temporarily

transferred to a qualified Broker/Manager acting on behalf of the Participant. This waiver does not apply in circumstances where there is any change in legal entity of the company.

If reactivation is requested beyond the original leave granted, the Participant must supply written evidence from the physician verifying that the extended leave was medically warranted.

c. Participants who are Sole Proprietors

A Participant who is a Sole Proprietor may be eligible for an CIE waiver for medical reasons not to exceed 6 months when it can be verified by the Participant and the Participant's physician that the Participant is unable to work for at least two months. The original medical leave waiver may not exceed a total of six months. The original medical leave waiver may not exceed a total of six months. If reactivation is requested beyond the original leave granted, the Participant must supply written evidence from the physician verifying that the extended leave was medically warranted.

Section 2.12 Access by Unlicensed Subscribers/Appraiser Trainees/Apprentice Licensees

a. Appraiser Trainees: In accordance with NAR policy, appraiser trainees will be allowed access to CIE without REALTOR® membership, provided the trainee is associated with a WCIE Participant in good standing, and subject to monthly CIE fees.

b. Apprentice Licensees

Access by Students who otherwise qualify as REALTORS under RANW Bylaws Article IV, Section 1(f), and are affiliated by an authorized CIE Participant, may be allowed access to the CIE computer system under their own code or their employer's code and ONLY within the confines of their related employment. Fees shall be as determined by the Board of Directors. The CIE Participant shall be responsible for the adherence by the apprentice to the CIE Rules. Apprentice status with the CIE shall continue only as long as the apprentice status continues with the DRL. Note: Apprentice status continues with the Association only as long as status continues with the DRL. Dues shall be as determined by the Board of Directors.

c. Unlicensed Company Employees: Bonafide personal assistants, and/or secretaries, who are not licensed to the company, and who are employed by authorized CIE subscribers may be allowed access to the CIE computer system under their employer's security code or under an individual password, and ONLY within the confines of their related employment. No fees additional to the employer's subscriber fees shall apply. The employing subscribers shall be responsible for the adherence by the employee to the CIE Rules. A personal assistant or secretary may be listed in the roster, receive training in CIE policies and computer system, and receives an administrative newsletter for a one time fee as from time to time determined administratively. Note: Unlicensed personnel do not qualify as REALTORS and no Association dues apply.

d. CIE Participant Office Administrator

Access to the CIE online system may be granted to an Administrative Office Assistant (OA), employed by a CIE Member Participant, upon proper completion and submission to the CIE of a Company OA Form signed by the Participant.

Access to the CIE online system and training are granted by the CIE as services to the CIE Participant, and can be terminated by either written instruction from the Participant or the if the OA violates the CIE Rules and Regulations or is no longer employed by the CIE Participant. The Participant shall notify the CIE as soon as practical of the termination of an Office Administrator. Administrator status is granted by the CIE without additional cost or fee to the Participant.

Section 2.13 Registration of unlicensed subscribers/appraiser trainees

All unlicensed authorized subscribers and appraiser trainees who access CIE through their employer code (including unlicensed personal assistants, unlicensed office personnel and unlicensed/uncertified appraiser trainees), must be registered with the Board and the CIE or the employer will be subject to the penalties for unauthorized access as provided for in the CIE Rules.

Section 2.14 Service Fees and Charges

The following service charges for operation of the CIE are in effect to defray the costs of the Service and are subject to change from time to time in the manner prescribed.

a. Initial Participation Fee: An applicant for participation in the Service shall pay an application fee determined from time to time by the Directors with such fee to accompany the application. Application fees are not refundable. Initial participation fee shall be due and payable in advance of services.

b. Recurring Participation Fees: Monthly Subscription Fees

i. Monthly Subscription Fees for Offices Located Within the RANW Jurisdiction:

The monthly participation fee of each Participant whose office(s) is **located within the jurisdiction** of the REALTORS® Association of Northeast Wisconsin shall be an amount as determined from time to time by the Directors times each salesperson and licensed or certified appraiser or appraiser trainee who has access to and use of the service, whether licensed as a broker or sales licensee or licensed or certified appraiser, who is employed by or affiliated as an independent contractor with such Participant, unless waived under Section 3.13 or other waiver provisions as provided for in these Rules. Fees shall be prorated on a monthly basis.

ii. Monthly Subscription Fees for Offices Located Outside the RANW jurisdiction

The monthly participation fee of each Participant whose **office is located outside the jurisdiction** of the REALTORS® Association of Northeast Wisconsin shall be an amount as determined from time to time by the Directors times each salesperson and licensed or certified appraiser or appraiser trainee **affiliated with that office** who has access to and use of the service, whether licensed as a broker or sales licensee or licensed or certified appraiser, who is employed by or affiliated as an independent contractor in that office with such Participant, unless waived under Section 3.13 or other waiver provisions as provided for in these Rules. Fees shall be prorated on a monthly basis

iii. Monthly Subscription Fees Agent Transfer or Termination: Offices must submit any agent transfer or termination in writing by the end of the month to avoid paying the following month's MLS fees for that agent.

iv. **Monthly Subscription Fees New Subscribers:** The MLS fee for a new subscriber (new agent who joins an office) shall be waived in the month joined. The fees due for the agent will be for the first full month of service. Billing may in some cases reflect services from the previous period if the member joins after billing date.

v. **RANW Jurisdiction**

The primary jurisdiction of CIE for purposes of Section 2.14 includes the following: all of Brown County, Oconto County south of Hwy. 22 and including the communities of Gillett, Oconto Falls and Oconto; the Oneida Reservation; that part of Outagamie County including the Communities and Townships of Appleton, Kimberly, Little Chute, Combined Locks, Buchanan, Kaukauna, Vandenbroek, Freedom, Center, Grand Chute, Ellington, Greenville, Dale, Bovina, Shiocton, Hortonville, Black Creek, Osborn, Seymour, Deer Creek, Hortonville, Liberty and Maple Creek; all of Winnebago County, the Township of Harrison and Sherwood in Calumet County; all of Waupaca and Shawano Counties. That portion of Kewaunee County as follows: Commencing at the Northwest Corner of Kewaunee County, East to Highway C; then South along Highway C and continuing South along Maple and Crevice Roads, Highway C, Highway T and Highway B to Southern Boundary of Kewaunee County; Then East to Western Boundary of Kewaunee County; Then North to Point of Beginning; The Township of Wolf River in Winnebago County (Thus all of Winnebago County); and all of Fond du Lac County Except the Townships of Alto, Ashford, Auburn, Metomen and Ripon; all of Calumet County and all of Manitowoc County west of Hwy 67 and west of County Hwy W.

Section 2.15 Waivers of CIE Subscription Fees for Subscribers of RANW MLS

WCIE will grant, on request, WCIE subscription fee waivers for salespersons and licensed or certified appraisers who are employed by or affiliated as an independent contractor with a Participating CIE company who are also paid subscribers of the RANW MLS, should those subscribers in RANW MLS elect not to subscribe to the CIE.

Section 2.16 Waivers of CIE Subscription Fees for Subscribers of other REALTOR® Association MLSs

WCIE will extend waivers for WCIE companies outside RANW's board jurisdiction who are located in the counties of Marathon, Portage, Taylor and Wood, who are also paid subscribers of the REALTOR® Association MLS serving those areas, should those subscribers in that MLS elect not to subscribe to the WCIE.

Section 3. Governance, Committees and Meetings

Section 3.01 Governing Body

The governing body of the WCIE shall be the Directors of the Realtors Association of Northeast WI, Inc.

Section 3.02 Governing Committee

- a. **WCIE Governing Committee:** The WCIE Governing Committee will be a standing committee of the Realtors Association of Northeast Wisconsin, Inc.
- b. **WCIE Governing Committee Members:** The WCIE Governing Committee shall include the following members:
 - One (1) member appointed from the RANW Board of Directors, for a one year term,
 - The current Chair of the RANW Commercial Council, provided s/he is a Participant in the WCIE,
 - Three (3) members from participating WCIE companies, either Participant or subscriber, for three year terms.
- c. **WCIE Governing Committee Terms:** The WCIE Governing Committee initial terms will be appointed to staggered one-two and three-year terms, and thereafter to three-year terms.
- d. **Recommendation:** Recommendation will be made to the RANW Board of Directors by January of each year for appointment of CIE Governing Committee members, and Chair.

Section 3.03 Committees

Committees shall be as established by the Board of Directors upon the recommended input from the CIE Governing Committee. Any committee member whose firm drops its CIE membership or who remains absent for three (3) consecutive meetings without good cause, shall automatically forfeit his/her appointment, unless he/she is restored to the committee by action of the Board of Directors. All committee members must be Participants as previously defined (or a Subscriber, at the option of the Directors) and shall be appointed by the CIE Governing Committee with approval by the REALTORS® Association of Northeast Wisconsin Inc.

Section 3.04 Ad Hoc Rules Enforcement Committee

The Ad Hoc Rules Enforcement Committee shall be established for the purpose of enforcing Rules of the Service. The committee will consist of 3-5 CIE Participants and company managers who are Realtor members with a broker license as authorized by their Company Participant, appointed by the President and approved by the Board of Directors. The Rules Enforcement committee is responsible for administratively reviewing alleged violations of the CIE Rules and Regulations and imposing sanctions, subject to provisions of Sections 11, 12, 13 and 14 as applies.

The Rules Enforcement Committee may also provide voluntary mediation services to the parties.

The Rules Enforcement Committee shall be appointed under the guidelines of due process in order to allow for an equitable and efficient manner in review of alleged violations. Any individual shall disqualify themselves if necessary to allow for review of alleged violations in an equitable and efficient manner.

Section 3.05 Meetings of Participants and Board of Directors

The meetings of the Participants of the Service or the Board of Directors of the Service for transaction of business of the Service shall be held in accordance with the provisions of the Bylaws of the Service.

Section 4. Listing Procedures

Section 4.01 Mandatory Listing Submission

Listings of real or personal property of the following types, which are listed subject to a real estate broker's license, and are located within the primary territorial jurisdiction of the Commercial Listing Service, and are taken by Participants on Agreements accepted by the Service* shall be delivered to the CIE within twenty (20) calendar days after all necessary signatures of seller(s) or lessor(s) have been obtained.

a. Types (currently included in Catylist software program):

- Office – for sale and for lease
- Industrial – for sale and for lease
- Shopping Center - for sale and for lease
- Retail Commercial – for sale and for lease
- Vacant Land – for sale and for lease
- Hospitality – for sale
- Multi Family – for sale
- Special Purpose - for sale
- Business Opportunity - for sale

Note:

The CIE shall not require a Participant to submit listings on a form other than the form the Participant individually chooses to utilize provided the listing is of a type accepted by the Service, although a property data form may be required as approved by the CIE. However, the CIE, through its legal counsel:

*May reserve the right to refuse to accept a listing form which fails to adequately protect the interests of the public and the Participants.

*Assure that no listing form filed with the CIE establishes, directly or indirectly, any contractual relationship between the Service and the client (buyer or seller, lessee or lessor).

b. Seller Authorization

The listing agreement must include the seller's written authorization to submit the agreement to the CIE.

c. Dual Member Participants – Mandatory Listing Submission Exception for Non-Subscribers

CIE Broker Participants shall submit all listings of the types defined in Section 4.01. However, in those CIE companies where the CIE Broker Participant is also a Participant in the RANW Multiple Listing Service ("Dual Member"), only paid CIE subscribers may submit listings (provided the subscriber is noted on the Listing Contract), and only those listings are required for submission to CIE.

d. Submission of Listing Documentation to CIE

A copy of the Listing Agreement must be submitted to CIE within twenty four (24) hours upon an administrative request from RANW staff to verify the validity of any property listing in WCIE. Such request may be made by RANW staff upon inquiry from another WCIE Participant as to the verification of a listing contract, or to answer a procedural-compliance question.

e. Participant Acting on Behalf Of Seller

Where the participant is acting on behalf of the seller or lessor, there shall be a written agreement between the Participant and the seller of lessor authorizing the Participant to submit information on the property to the CIE.

f. Calendar Days Defined

The term "calendar days" as used in these Rules are calculated excluding the date of the Listing Agreement or other trigger date.

If any dates calculated on a Calendar basis end on a federally recognized holiday or weekend, the date shall be extended to the next business day

g.) Property Photos There is a requirement of at least one (1) photo for all properties submitted, as applicable.

The one required photo must be submitted with 24 hours of submitting the listing to CIE. The photos must represent the property listed. Images or frames of company logos; listing agent(s), contact information, URLs email addresses, links or images that say No Photo Available are not acceptable.

Section 4.02 Filing of Listings

Listings that are:

1. Located within the territorial jurisdiction of the CIE; and
2. Listed subject to a real estate broker's license; and
3. Taken on an exclusive right to sell, exclusive agency or other listing contract lawful in Wisconsin

shall be submitted to the CIE by the twentieth (20th) calendar day after the list date (as indicated on the listing contract) of the types outlined in Section 4.01.

Section 4.03 Types of Listings

The Service shall accept Exclusive Right to Sell or Lease listing contracts and Exclusive Agency listing contracts, and may accept other forms of agreement which make it possible for the listing broker to offer compensation to the other Participants of the CIE acting as subagents, buyer agents, or both.

The Service may not accept net listings because they are deemed unethical and, in most states, illegal.

Listing Agreement Definitions

a. Exclusive Right to Sell Listing: A contractual agreement under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a commission to the listing broker regardless of whether the property is sold through the efforts of the listing broker, the seller(s) or anyone else.

b. Exclusive Agency Listing: A contractual agreement containing all of the elements of an exclusive right to sell listing, under which the listing broker becomes the agent of the seller(s) and the seller(s) agrees to pay a commission to the listing broker if the property is sold through the efforts of any real estate broker, except that, if the property is sold solely through the efforts of the seller(s), the seller(s) is not obligated to pay a commission to the listing broker. The exclusive agency listing also authorizes the listing broker, as exclusive agent, to offer cooperation and compensation on a blanket unilateral basis, but also reserves to the seller the general right to sell the property on an unlimited or restrictive basis.

c. Other Listings: Other listing agreements may include agreements such as open listings or other forms of non-exclusive listings as are lawful under Wisconsin law. An open listing is an agreement which may be given by a seller to any number of brokers, with the first broker to secure a buyer under the terms of the listing agreement earning the commission. A Commercial Listing Service may, as a matter of local option, accept exclusively listed property that is subject to auction. If such listings do not show a listed price, they may be included in a separate section of the CIE compilation of current listings.

Section 4.04 Listings Subject to Rules and Regulations of the Service

Any listing taken on a contract to be filed with the CIE is subject to the rules and regulations of the Service upon signature of the seller(s) or lessor(s).

Section 4.05 Seller-Exempted Listings

If the seller or lessor refuses to permit a listing of the types required by CIE to be disseminated through the Service, the Participant may then take the listing ("office exclusive") and such listing shall be filed with the Service but not disseminated to the Participants. Filing of the listing should be accompanied by certification signed by the seller or lessor that he does not desire the listing to be disseminated by the Service.

Section 4.06 Detail on Listings Filed with the Service

A listing agreement or property data form, when filed with the CIE by the listing broker, shall be complete in every detail which is ascertainable as specified on the property data form. Members are required to populate the Catalyst website in accordance with required website fields as determined by CIE.

Section 4.07 Limited Service Listings

Listing agreements under which the listing broker will not provide one, or more, of the following services:

- a. arrange appointments for cooperating brokers to show listed property to potential purchasers but instead gives cooperating brokers authority to make such appointments directly with the seller(s);
- b. accept and present to the seller(s) offers to purchase procured by cooperating brokers but instead gives cooperating brokers authority to present offers to purchase directly to the seller(s);
- c. advise the seller(s) as to the merits of offers to purchase;
- d. assist the seller(s) in developing, communicating, or presenting counter-offers; or
- e. participate on the seller(s) behalf in negotiations leading to the sale of the listed property will be identified with an appropriate code or symbol (e.g. "LR" or "LS") in CIE compilations so potential cooperating brokers will be aware of the extent of the services the listing broker will provide to the seller(s), and any potential for cooperating brokers being asked to provide some or all of these services to listing brokers' clients, prior to initiating efforts to show or sell the property. (Adopted 05/01)
- f. schedule and coordinate closing and order title insurance;
- g. hold earnest money.

Section 4.08 Change of Status of Listing

Any change in listed price or other change in the original listing agreement shall be made only when authorized in writing by the seller or lessor and shall be entered in the CIE System within five (5) calendar days (excepting holidays, and postal holidays) after the authorized change is received by the listing broker. A copy of the seller or lessor authorization shall be submitted to the CIE within 24 hours of the change being entered in the system.

Section 4.09 Withdrawal of Listing Prior to Expiration

Listings of property may be withdrawn from the CIE System by the listing broker before the expiration date of the listing agreement, provided seller or lessor authorization is submitted to the Service within twenty four (24) hours of the withdrawal of the listing from the system.

Sellers do not have the unilateral right to require a CIE to withdraw a listing without the listing broker's concurrence. However, when a seller(s) can document that his exclusive relationship with the listing broker has been terminated, the Commercial Listing Service may remove the listing at the request of the seller.

Section 4.10 Contingencies Applicable to Listings

Any contingency or conditions of any term in a listing shall be specified and noticed to the Participants within five (5) days.

Section 4.11 Listing Price Specified

The full gross listing price stated in the listing contract will be included in the information published in the CIE compilation of current listings, unless the property is subject to auction.

Section 4.12 Listing Multiple Unit Properties

All properties which are to be sold, leased, or exchanged or which may be marketed separately, must be indicated individually in the listing and on the property data form. When part of a listed property has been sold, leased, or exchanged, the rules related to notifying the Service shall be observed.

Section 4.13 No Control of Commission Rates or Fees Charged by Participants

The Service shall not fix, control, recommend, suggest, or maintain commission rates or fees for services to be rendered by Participants. Further, the Service shall not fix, control, recommend, suggest, or maintain the division of commissions or fees between cooperating Participants or between Participants and nonParticipants.

Section 4.14 Expiration of Listings

Listings filed with the Service will automatically be removed from the compilation of current listings on the expiration date specified in the agreement unless prior to that date the CIE receives notice that the listing has been extended or renewed. Any extension must be executed by all appropriate parties prior to the expiration of the current listing.

Any renewal received after the listing has been removed from the compilation of current listings, the extension or renewal shall be entered in the system within five (5) calendar days. The seller or lessor authorization is to be submitted to the service within twenty four (24) hours of the extension being entered into the system.

Section 4.15 Termination Date on Listings

Listings filed with the Service shall bear a definite and final termination date, as negotiated between the listing broker and the seller or lessor.

Section 4.16 Listings within Jurisdiction

Only listings of the designated types of property located within the primary jurisdiction of the CIE are required to be submitted to the Service. Listings of property located outside the CIE's primary jurisdiction will be accepted if submitted voluntarily by a Participant, but will not be required by the Service.

- The primary jurisdiction of CIE includes the following counties: Brown, Outagamie, Oconto, Calumet, Winnebago, Kewaunee, Waupaca, Fond du Lac, and Shawano, Florence, Menominee, Waushara, Marquette, Green Lake, Door, Marinette, Marathon, Portage, Taylor and Wood.
- Other areas served by CIE include the Counties of Adams, Dodge, Lincoln, Manitowoc and Sheboygan, and any other market areas in the state of Wisconsin as may benefit from WCIE.

Section 4.17 Listings of Suspended Participants

When a Participant of the Service is suspended from the CIE for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association bylaws, CIE bylaws, CIE rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Service by the suspended Participant shall, at the Participant's option, be retained in the Service until sold, leased, exchanged, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the suspension became effective.

If a Participant has been suspended from the Association (except where CIE participation without Association Membership is permitted by law) or CIE (or both) for failure to pay appropriate dues, fees, or charges, the Service is not obligated to provide CIE services, including continued inclusion of the suspended Participant's listings in the CIE compilation of current listing information.

Prior to any removal of a suspended Participant's listings from the Service, the suspended Participant should be advised, in writing, of the intended removal so that the suspended Participant may advise his clients.

Section 4.18 Listings of Expelled Participants

When a Participant of the Service is expelled from the CIE for failing to abide by a membership duty (i.e., violation of the Code of Ethics, Association bylaws, CIE bylaws, CIE rules and regulations, or other membership obligations except failure to pay appropriate dues, fees, or charges), all listings currently filed with the Service shall, at the expelled Participant's option, be retained in the Service until sold, leased, exchanged, withdrawn, or expired, and shall not be renewed or extended by the Service beyond the termination date of the listing agreement in effect when the expulsion became effective. If a Participant has been expelled from the Association (except where CIE participation without Association Membership is permitted by law) or CIE (or both) for failure to pay appropriate dues, fees, or charges, the Service is not obligated to provide CIE services, including continued inclusion of the expelled Participant's listings in the CIE compilation of current listing information. Prior to any removal of an expelled Participant's listings from the Service, the expelled Participant should be advised, in writing, of the intended removal so that the expelled Participant may advise his clients.

Section 4.19 Listings of Resigned Participants

When a Participant resigns from the Service; the CIE is not obligated to provide services, including continued inclusion of the resigned Participant's listings in the CIE compilation of current listing information. Prior to any removal of a resigned Participant's listings from the Service, the resigned Participant should be advised, in writing, of the intended removal so that the resigned Participant may advise his clients.

Section 4.20 CIE Required Data

The data fields as required on Catylist shall also be required for CIE for submission of listings.

Section 4.21 CIE Attachments to Listings

a. Allowable Attachments to any CIE Listing: Certain approved attachments may be loaded in the CIE system to the CIE listing it relates to. The approved attachments include the following:

Any documents which represent the listed property are allowable; examples are: Condition reports, Addendums, Inclusion and Exclusions reports, Lease history.

b. Required Attachment to Limited Service Listings:

It is a requirement that the property listing shall be submitted into the CIE with a PDF attachment to the listing indicating which of the services is NOT being provided by the Listing Company. The Listing Company may submit the attachment along with the listing and CIE will upload the attachment; or the Listing Company may upload the PDF attachment to the listing upon entry of the listing into the CIE. The upload of the Limited Service List shall be attached to the CIE listing within six (6) days of the listing date. CIE will provide the approved Limited Service List Attachment in Word.doc for members to use. It will show the list (a) thru (g) as in the Rules section with a check-off to show which services are NOT being provided by the Listing Company.

Section 5. Selling Procedures

Section 5.01 Showings and Negotiations

Appointments for showings and negotiations with the seller or lessor for the purchase, lease, or exchange of listed property filed with the CIE shall be conducted through the listing broker, except under the following circumstances:

- a. the listing broker gives the cooperating broker specific authority to show and/or negotiate directly, or

b. after reasonable effort, the cooperating broker cannot contact the listing broker or his representative; however, the listing broker, at his option, may preclude such direct negotiations by cooperating brokers.

Section 5.02 Presentation of Offers

The listing broker, upon receipt of an offer from a cooperating broker, must make arrangements to present the offer as soon as possible, or give the cooperating broker a satisfactory reason for not doing so.

Section 5.03 Submission of Written Offers and Counter-Offers

The listing broker shall submit to the seller or lessor all written offers until closing unless precluded by law, government rule, regulation, or agreed otherwise in writing between the seller or lessor and the listing broker. Unless the subsequent offer is contingent upon the termination of an existing contract, the listing broker shall recommend that the seller or lessor obtain the advice of legal counsel prior to acceptance of the subsequent offer.

Participants representing buyers or tenants shall submit to the buyer or tenant all offers and counter-offers until acceptance, and shall recommend that buyers and tenants obtain legal advice where there is a question about whether a pre-existing contract has been terminated.

Section 5.04 Right of Cooperating Broker in Presentation of Offer

The cooperating broker (subagent or buyer agent) or his representative has the right to participate in the presentation to the seller or lessor of any offer he secures to purchase or lease. He does not have the right to be present at any discussion or evaluation of that offer by the seller or lessor and the listing broker. However, if the seller or lessor gives written instructions to the listing broker that the cooperating broker not be present when an offer the cooperating broker secured is presented, the cooperating broker has the right to a copy of the seller's written instructions. None of the foregoing diminishes the listing broker's right to control the establishment of appointments for such presentations.

Section 5.05 Right of Listing Broker in Presentation of Counter-Offer

The listing broker or his representative has the right to participate in the presentation of any counter-offer made by the seller or lessor. He does not have the right to be present at any discussion or evaluation of a counter-offer by the purchaser or lessee (except when the cooperating broker is a subagent). However, if the purchaser or lessee gives written instructions to the cooperating broker that the listing broker not be present when a counter-offer is presented, the listing broker has the right to a copy of the purchaser's or lessee's written instructions.

Section 5.06 Reporting Sales or Leases or Exchanges to the Service

Status changes, including final closing of sales, shall be entered in CIE by the listing broker within five (5) calendar days after they have occurred. If negotiations were carried on under Section 6.01 (a) or (b) hereof, the cooperating broker shall report accepted offers to the listing broker within five (5) calendar days after occurrence and the listing broker shall report them to the CIE within five (5) calendar days after receiving notice from the cooperating broker.

Note: The listing agreement of a property filed with the Service by the listing broker should include a provision expressly granting the listing broker authority to advertise; to file the listing with the Service; to provide timely notice of status changes of the listing to the Service; and to provide contract information including selling or rental price to the Service upon the sale, lease, or exchange of the property. If deemed desirable by the Service to publish contract information prior to final closing (settlement) of the transaction, the listing agreement should also include a provision expressly granting the listing broker the right to authorize dissemination of this information by the Service to its Participants.

Section 5.07 Reporting Resolutions of Contingencies

The listing broker shall report to the CIE within five (5) calendar days that a contingency on file with the Service has been fulfilled or renewed, or the agreement cancelled.

Section 5.08 Advertising of Listing Filed with the Service

A listing shall not be advertised by any Participant other than the listing broker without the prior consent of the listing broker.

Section 5.09 Reporting Cancellation of Pending Sale

The listing broker shall report immediately to the Service the cancellation of any pending sale, lease, or exchange and the listing shall be reinstated immediately.

Section 5.10 Disclosing the Existence of Offers

Listing brokers, in response to inquiries from buyers or cooperating brokers shall, with the seller's approval, disclose the existence of offers on the property. Where disclosure is authorized, the listing broker shall also disclose, if asked, whether offers were obtained by the listing licensee, by another licensee in the listing firm, or by a cooperating broker.

Section 5.11 Availability of Listed Property

Listing brokers shall not misrepresent the availability of access to show or inspect listed property.

Section 6. Refusal To Sell

If the Seller of any listed property filed with CIE refuses to accept a written offer satisfying the terms and conditions stated in the listing, such fact shall be transmitted immediately to the Service and to all participants.

Section 7. Prohibitions

Section 7.01 Information for Participants Only

Any listing filed with the Service shall not be made available to any broker or firm not a Member of the CIE without the prior consent of the listing broker.

Section 7.02 “For Sale” Signs

Only the “For Sale” sign of the listing broker may be placed on a property.

Section 7.03 “Sold” Signs

Prior to closing, only the “Sold” sign of the listing broker may be placed on a property, unless the listing broker authorizes the cooperating (selling) broker to post such a sign.

Section 7.04 Solicitation of Listing Filed with the Service

Participants shall not solicit a listing on property filed with the Service unless such solicitation is consistent with Article 16 of the REALTORS® Code of Ethics, its Standards of Practice, and its Case Interpretations.

Note: This Section is to be construed in a manner consistent with Article 16 of the Code of Ethics and particularly Standard of Practice 16-4. This Section is intended to encourage sellers and lessors to permit their properties to be filed with the Service by protecting them from being solicited, prior to expiration of the listing, by brokers and salespersons seeking the listing upon its expiration.

Without such protection, a seller or lessor could receive hundreds of calls, communications, and visits from brokers and salespersons who have been made aware through CIE filing of the date the listing will expire and desire to substitute themselves for the present broker.

This Section is also intended to encourage brokers to participate in the Service by assuring them that other Participants will not attempt to persuade the seller or lessor to breach the listing agreement or to interfere with their attempts to market the property. Absent the protection afforded by this Section, listing brokers would be most reluctant to generally disclose the identity of the seller or lessor or the availability of the property to other brokers.

This Section does not preclude solicitation of listings under the circumstances otherwise recognized by the Standards of Practice related to Article 16 of the Code of Ethics.

Section 7.05 Use of the Terms CIE and Commercial Listing Service

No CIE participant, subscriber or licensee affiliated with any participant shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an CIE, or that they operate an CIE. Participants, subscribers and licensees affiliated with participants shall not represent, suggest, or imply that consumers or others have direct access to CIE databases, or that consumers or others are able to search CIE databases available only to participants and subscribers. This does not prohibit participants and subscribers from representing that any information they are authorized under CIE rules to provide to clients or customers is available on their websites or otherwise.

Section 8. Division of Commissions

Section 8.01 Compensation Specified on Each Listing:

The listing broker shall specify, on each listing filed with the Service, the compensation offered to other Participants for their services in the sale or lease of such listing. Such offers are unconditional except that entitlement to compensation is determined by the cooperating broker's performance as the procuring cause of the sale (or lease) or as otherwise provided for in this rule. The listing broker's obligation to compensate any cooperating broker as the procuring cause of the sale (or lease) may be excused if it is determined through arbitration that, through no fault of the listing broker and in the exercise of good faith and reasonable care, it was impossible or financially unfeasible for the listing broker to collect a commission pursuant to the listing agreement. In such instances, entitlement to cooperative compensation offered through CIE would be a question to be determined by an arbitration hearing panel based on all relevant facts and circumstances including, but not limited to, why it was impossible or financially unfeasible for the listing broker to collect some or all of the commission established in the listing agreement; at what point in the transaction did the listing broker know (or should have known) that some or all of the commission established in the listing agreement might not be paid; and how promptly had the listing broker communicated to cooperating brokers that the commission established in the listing agreement might not be paid.

In filing a property with the CIE the Participant of the Service is making blanket unilateral offers of compensation to the other Participants, and shall therefore specify on each listing filed with the Service, the compensation being offered to the other Participants. Specifying the compensation on each listing is necessary, because the cooperating broker has the right to know what his compensation shall be prior to his endeavor to find a purchaser or lessee.

The essential and appropriate requirement by a Association CIE is that the information to be published shall clearly inform the Participants as to the compensation they will receive in cooperative transactions, unless advised otherwise by the listing broker, in writing, in advance of his producing an offer to purchase. The compensation specified on listings published by the Service shall be shown in one of the following forms:

1. by showing a percentage of the gross selling or lease price
2. by showing a definite dollar amount

The listing broker retains the right to determine the amount of compensation offered to other Participants (acting as subagents, buyer agents, or in other agency or nonagency capacities defined by law) which may be the same or different.

This shall not preclude the listing broker from offering any Participant compensation other than the compensation indicated on any listing published by the CIE, provided the listing broker informs the other broker, in writing, in advance of his producing an offer to purchase, and provided that the modification in the specified compensation is not the result of any agreement among all or any other Participants in the Service. Any superseding offer of compensation must be expressed as either a percentage of the gross sales price or as a flat dollar amount.

Note 1: The Association CIE shall not have a rule requiring the listing broker to disclose the amount of total negotiated commission in his listing contract, and the Association CIE shall not publish the total negotiated commission on a listing which has been submitted to the Service by a Participant. The Association CIE shall not disclose in any way the total commission negotiated between the seller or lessor and the listing broker.

Note 2: The listing broker may, from time to time, adjust the compensation offered to other Participants for their services with respect to any listing by advance published notice to the Service so that all Participants will be advised.

Note 3: The CIE shall make no rule on the division of commissions between Participants and non-participants. This should remain solely the responsibility of the listing broker.

Note 4: Commercial Listing Services, at their discretion, may adopt rules and procedures enabling listing brokers to communicate to potential cooperating brokers that gross commissions established in listing contracts are subject to court approval; and that compensation payable to cooperating brokers may be reduced if the gross commission established in the listing contract is reduced by a court. In such instances, the fact that the gross commission is subject to court approval and either the potential reduction in compensation payable to cooperating brokers or the method by which the potential reduction in compensation will be calculated must be clearly communicated to potential cooperating brokers prior to the time they produce an offer that ultimately results in a successful transaction.

Note 5: Nothing in these CIE rules precludes a listing Participant and a cooperating participant, as a matter of mutual agreement, from modifying the cooperative compensation to be paid in the event of a successful transaction.

Note 6: Commercial Listing Services must give participants the ability to disclose to other participants any potential for a short sale. As used in these rules, short sales are defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale, and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies. Commercial Listing Services may, as a matter of local discretion, require participants to disclose potential short sales when participants know a transaction is a potential short sale. In any instance where a participant discloses a potential short sale, they must also be permitted to communicate to other participants how any reduction in the gross commission established in the listing contract required by the lender as a condition of approving the sale will be apportioned between listing and cooperating participants. All confidential disclosures and confidential information related to short sales must be communicated through dedicated fields or confidential "remarks" available only to participants and subscribers.

Note 7: The broker's compensation for services rendered in respect to any listing is solely a matter of negotiation between the broker and his or her client, and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing agreement.

Note 8: The compensation paid by a listing broker to a cooperating broker in respect to any listing is established by the listing broker and is not fixed, controlled, recommended, or maintained by any persons other than the listing broker.

Section 8.02 Disclosing Potential Short Sales

Participants may, but are not required to, disclose potential short sales (defined as a transaction where title transfers, where the sale price is insufficient to pay the total of all liens and costs of sale and where the seller does not bring sufficient liquid assets to the closing to cure all deficiencies) to other participants and subscribers.

When disclosed, participants may, at their discretion, advise other participants whether and how any reduction in the gross commission established in the listing contract, required by the lender as a condition of approving the sale, will be apportioned between listing and cooperating participants.

Section 8.03 Participant as Principal:

If a Participant or any licensee (or licensed or certified appraisers) affiliated with a Participant has any ownership interest in a property, the listing of which is to be disseminated through the CIE, that person shall disclose that interest when the listing is filed with the Service and such information shall be disseminated to all Participants.

Section 8.04 Participant As Purchaser

If a Participant or any licensee (including licensed and certified appraisers) affiliated with a Participant wishes to acquire an interest in property listed with another Participant, the following Wisconsin Department of Regulations & Licensing administrative rule will apply: RL 25.05 (5) (a) 1. The first contact with the other party or an agent representing the other party where information regarding the other party or the transaction is being exchanged. (a) 2. A showing of the property. (a) 3. Any other negotiation with the seller or the listing broker. (b) The disclosure under this subsection shall be made to the other party in a transaction or to an agent representing the other party.

Section 8.05 Dual or Variable Rate Commission Arrangements

The existence of a dual or variable rate commission arrangement shall be disclosed by the listing broker by a key, code or symbol as required by CIE.

A variable rate commission is:

- One in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker *without assistance from a cooperating broker* and a different commission if the sale/lease was *through the efforts of the seller/landlord*.
- One in which the seller/landlord agrees to pay a specified commission if the property is sold/leased by the listing broker either *with or without the assistance of a cooperating broker*, and a different commission if the sale/lease was *through the efforts of the seller/landlord*.

The listing company or broker shall, in response to inquiries from potential cooperating brokers, disclose the differential that would result in either a cooperative transaction or, alternatively, in a sale/lease that results through the efforts of the seller/landlord. If the cooperating broker is a buyer/tenant representative, the buyer/tenant representative must disclose such information to their client before the client makes an offer to purchase or lease.

Section 9. Confidentiality of CIE Information

Section 9.01 Confidentiality of CIE Information

Any information provided by the Service to the participants shall be considered official information of the Service. Such information shall be considered confidential and exclusively for the use of Participants and real estate licensees affiliated with such Participants and those Participants who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property and licensed or certified appraisers affiliated with such Participants. (Amended 4/92) M

Section 9.02 CIE Not Responsible for Accuracy of Information

The information published and disseminated by the Service is communicated verbatim, without change by the Service, as filed with the Service by the Participant.

The Service does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides.

Section 10. Ownership of CIE Compilation* and Copyright

Section 10.01

By the act of submitting any property listing content to the CIE, the participant represents that he has been authorized to grant and also thereby does grant authority for the CIE to include the property listing content in its copyrighted CIE compilation and also in any statistical report on comparables. Listing content includes, but is not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, and other details or information related to listed property.

Section 10.02

All right, title, and interest in each copy of every CIE compilation created and copyrighted by the Realtors Association of Northeast Wisconsin and in the copyrights therein, shall at all times remain vested in the Realtors Association of Northeast Wisconsin, Inc.

Participants shall acquire by such lease only the right to use the CIE compilation in accordance with these Rules.

Section 11. Use of Copyrighted CIE Compilation*

Section 11.01 Distribution

Participants shall, at all times, maintain control over and responsibility for each copy of any CIE compilation leased to them by the Board of REALTORS®, and shall not distribute any such copies to persons other than subscribers who are affiliated with such Participant as licensees, those individuals who are licensed or certified by an appropriate state regulatory agency to engage in the appraisal of real property, and any other subscribers as authorized pursuant to the governing documents of the CIE.

Use of information developed by or published by an Associations' CIE is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. Further, none of the foregoing is intended to convey "Participation" or "Membership" or any right of access to information developed or published by an Associations CIE where access to such information is prohibited by law.

Section 11.02 Display

Participants and those persons affiliated as licensees with such Participants shall be permitted to display the CIE compilation to prospective purchasers and lessees only in conjunction with their ordinary business activities of attempting to locate ready, willing, and able buyers or lessees for the properties described in said CIE Compilation.

Section 11.03 Reproduction

Participants or their affiliated licensees shall not reproduce any CIE compilation or any portion thereof, except in the following limited circumstances.

*The term "CIE compilation," as used in Sections 11 and 12 herein, shall be construed to include any format in which property listing data is collected and disseminated to the Participants, including but not limited to bound book, loose-leaf binder, computer database, card file, or any other format whatsoever.

**This Section should not be construed to require the Participant to lease a copy of the CIE compilation for any licensee (including licensed or certified appraisers) affiliated with the Participant who is engaged exclusively in a specialty of the real estate business other than listing, selling, leasing, or appraising the types of properties which are required to be filed with the CIE and who does not, at any time, have access to or use of the CIE information or CIE facility of the Board. Further, the CIE Participant may not purchase or lease more copies of the Compilation of current listing information than the number of licensees affiliated with his firm who are engaged in the commercial/industrial activity.

Participants or their affiliated licensees may reproduce from the CIE compilation and distribute to prospective purchasers or lessees a reasonable* number of single copies of property listing data contained in the CIE compilation which relate to any properties in which prospective purchasers or lessees are or may, in the judgment of the Participant or their affiliated licensees, be interested.

Reproductions made in accordance with this rule shall be prepared in such a fashion that the property listing data of properties other than that in which the prospective purchaser or lessee has expressed interest, or in which the Participant or the affiliated licensees are seeking to promote interest, does not appear on such reproduction.

Nothing contained herein shall be construed to preclude any Participant from utilizing, displaying, distributing, or reproducing property listing sheets or other compilations of data pertaining exclusively to properties currently listed for sale or lease with the Participant.

Any CIE information, whether provided in written or printed form, provided electronically, or provided in any other form or format, is provided for the exclusive use of the Participant and those licensees affiliated with the Participant who are authorized to have access to such information. Such information may not be transmitted, retransmitted, or provided in any manner to any unauthorized individual, office, or firm.

None of the foregoing shall be construed to prevent any individual legitimately in possession of current listing information, sold information, comparables, or statistical information from utilizing such information to support an estimate of value on a particular property for a particular client.

However, only such information that a Board or Board-owned CIE has deemed to be non-confidential and necessary to support the estimate of value may be reproduced and attached to the report as supporting documentation. Any other use of such information is unauthorized and prohibited by these rules and regulations.

Section 12. Use of CIE Information

Section 12.01 Limitations on Use of CIE Information:

Information from CIE compilations of current listing information, from statistical reports, and from any sold or comparable report of the Board or CIE may be used by CIE Participants as the basis for aggregated demonstrations of market share or comparisons of firms in public mass-media advertising or in other public representations. This authority does not convey the right to include in any such advertising or representation information about specific properties which are listed with other Participants, or which were sold by other Participants (as either listing or cooperating broker).

However, any print or non-print forms of advertising or other forms of public representations based in whole or in part on information supplied by the Board or its CIE must clearly demonstrate the period of time over which such claims are based and must include the following, or substantially similar, notice:

Based on information from the Board/Association of REALTORS® (alternatively, from the CIE) for the period (date) through (date).

Section 13. CIE Not Responsible for Accuracy of Information

Section 13.01 Responsibility

The information published and disseminated by the Service is communicated verbatim, without substantive change by the Service, as filed with the Service by the Participant. The Service does not verify the information provided and disclaims any responsibility for its accuracy. Each Participant agrees to hold the Service harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. It is the responsibility of the Participant to ensure that all CIE information as found on the computer and in any CIE Compilation, as well as any changes thereto, is accurate. Participants and Users are responsible to verify that the information and presentation are correct on the computer system, and any compilation.

Section 13.02 Disclaimer of Warranty of Data Provided by CIE

Except as otherwise expressly set forth in the Download Agreement, Broker's listing data is provided by CIE "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

Section 13.03 Limitation of Liability for Data Provided by CIE

Except for an intentional breach of any express obligations under the Download Agreement, RANW shall not be liable for any damages including without limitation any lost profits, lost savings or other incidental, special or consequential damages arising out of the use or inability to use CIE or IDX listing data, or arising for any reason hereunder, even if Broker or RANW has been notified of possibility of such damages.

Section 14. Subscription Fees: Payment Policies

Non Payment of WCIE Fees and Actions Taken

All monthly WCIE fees (user fee, late fees, fines etc.) are due by the 25th of the month for services to be rendered during that month. If payment is not received within 3 days of the due date (by the end of business on the 28th of the month, Saturdays, Sundays and holidays are excepted), a late fee of 5% or \$25, whichever is greater, will be imposed and services will be automatically suspended at the end of the month. A certified letter will be mailed to the Participant with notice of the late fee and effective suspension (including computer access, listing entry, etc.). Suspension will continue until payment is made. If payment of fees, including late fees, is not received by the end of the month following the initial due date (see below), services will be subject to termination by the Board of Directors, with notice of termination appropriately served. Once terminated, a Participating office wishing to be reinstated must reapply and comply with obligations required of a new office, including payment of initial application fee and all past due charges.

25 th of Month	Monthly fees due.
28 th of Month	If payment not received, late fee imposed.
End of Month	Service is automatically suspended, with notice of suspension served.
End of Next Month	If payment still not received, additional late fee imposed and services subject to termination by the Board of Directors.

In case of non-reinstatement, collection proceedings will be instituted to recover all past charges owed.

All fees, including those in dispute, must be paid in full in accordance with the above schedule. Disputes over fees shall be submitted in writing to the Board of Directors to request consideration. Partial payment and NSF checks will be considered non-payment and subject to late fees and penalties outlined above.

If late payment by an office occurs repeatedly, payment may be required to be made by cashiers check, money order or cash until the account is re-established as compliant.

A Non-Sufficient Funds (NSF) check received by the Association Office for payment CIE bills will be considered as non-payment of the bills. There will be an additional charge to offices for NSF as annually approved by the Board of Directors. At the time the bank notifies the CIE of the NSF, RANW will take action.

Any refunds for CIE services will first be applied to any outstanding balance for any CIE service, prior to refunding fees to CIE Participant.

Section 15. Other Violations

Submission of Listings:

Listings must be submitted by the twentieth (20) calendar after the list date as indicated on the listing contract. Liquidated damages will be imposed for all listings that are submitted late, as required under Section 4.

Liquidated damages will be imposed in the amount as determined by the Board of Directors for the first day late and, for each additional day late per listing, as determined by the Board of Directors

Late Listing:

Listings must be submitted by midnight of the twentieth (20) calendar day after the list date as indicated on the listing contract. Liquidated damages will be imposed for all listing required under Section 4 which are submitted late.
Damages: \$20/listing first day late; \$5.00/listing/day each additional day late.

Late / Missing Photos:

Photos must be submitted as required in Section 4. Liquidated damages will be imposed for all photos required under Section 4 that are submitted late.
Damages: \$15 per missing photo that appears on a Late Photo Billing Report.

Late Sold Reports:

Sold reports must be reported within five (5) calendar days after the closing date.
Damages: \$20/listing first day late; \$5.00/listing/day each additional day late.

Subterfuge of Listing Submission Rules:

Participants and their subscribers may not falsify data or persuade a seller not to submit a listing in order to avoid damages for non-compliance.
Damages: \$150 per occurrence.

Unauthorized Release of Information:

Participants and their subscribers may not release any unauthorized or confidential CIE information, whether provided in written or printed form, provided electronically, or provided in any other form or format, including but not limited to data, access codes, logins, passwords, software, Internet Protocol (IP) addresses, URLs, Internet links, hyperlinks, program code, or publications.
Damages: May subject Participant and/or the subscriber to immediate sanctions that may include fines, immediate suspension and termination of services. May further subject Participant to injunction against the dissemination of any CIE information, and damages as determined by the Board of Directors or a court of competent jurisdiction.

Supplying Inaccurate Information:

Participants and their subscribers may not supplying inaccurate listing information to the service (including but not limited to listing date, expiration date, price, etc), nor fail to make timely changes to information.
Damages: Disciplinary action as determined by the Adhoc Rules Enforcement Committee. Discipline could be in the form of a fine, suspension or expulsion from the Service, or other form imposed by the Committee.

Other Violations of Rules:

For failure to comply with any other rule, the provisions of Sections 16 shall apply.

Section 16. Compliance with Rules and Enforcement of Rules or Disputes

Section 16.01 Authority to Impose Discipline

By becoming and remaining a participant or subscriber in this CIE, each participant and subscriber agrees to be subject to the rules and regulations and any other CIE governance provision. The CIE may, through the administrative and hearing procedures established in these rules, impose discipline for violations of the rules and other CIE governance provisions.

Discipline that may be imposed may only consist of one or more of the following:

- letter of warning
- letter of reprimand
- attendance at CIE orientation or other appropriate courses or seminars which the participant or subscriber can reasonably attend taking into consideration cost, location, and duration
- appropriate, reasonable fine not to exceed \$15,000
- probation for a stated period of time not less than thirty (30) days nor more than one (1) year
- suspension of CIE rights, privileges, and services for not less than thirty (30) days nor more than one (1) year
- Termination of CIE rights, privileges, and services with no right to reapply for a specified period not to exceed three (3) years.

Section 16.02 Consideration of Alleged Violations

The CIE Adhoc Rules Enforcement Committee shall give consideration to all written complaints having to do with a violation of the Rules and Regulations.

Upon initial administrative review of the written complaint, the CIE may request a written reply from the Respondent to be included in the administrative review by the Rules Enforcement committee.

The CIE may offer the services of voluntary mediation to the complainant / respondent upon written agreement.

Section 16.03 Violations of Rules and Regulations

If the alleged offense is a violation of the Rules and Regulations of the Service and does not involve a charge of alleged unethical conduct or request for arbitration, it will be administratively considered and determined by the CIE Ad Hoc Rules Enforcement Committee, and if a violation is determined, the CIE Ad Hoc Rules Enforcement Committee may direct the imposition of sanction, provided the recipient of such sanction may request a hearing before the Professional Standards Committee of the Realtors Association of Northeast Wisconsin in accordance with the Bylaws and Professional Standards Procedures of the REALTORS Association within twenty (20) days following receipt of the Committees' decision.

Alleged violations involving unethical conduct shall be referred to the Professional Standards Committee of the Board of REALTORS® for processing in accordance with the professional standards procedures of the Board. If the charge alleges a refusal to arbitrate, such charge shall be referred directly to the Board of Directors of the Board of REALTORS®.

SECTION 16.04 Complaints of Unethical Conduct

All other complaints of unethical conduct shall be referred by the Board of Directors of the Service to the local Association for appropriate action in accordance with the usual procedure under the terms of the Bylaws.

Section 17. Changes in Rules and Regulations

Section 17.01 Changes to the Rules and Regulations

Amendments to the rules and regulations of the Service shall be recommendations submitted by the CIE Governing Committee for consideration and approval of the Board of Directors of the Commercial Listing Service.

Section 18. Internet Data Exchange (IDX)

Section 18.01 IDX Defined / Use of CIE Data on IDX

CIE Participants may elect to participate in the Internet exchange of listings as required in CIE through the CIE Internet Data Exchange (IDX) program. Brokers who participate in IDX grant reciprocal permission to advertise on IDX Participants' company website(s), those listings they include in the IDX database. Participants who participate are subject to IDX Rules and Regulations as from time to time amended. Participants are presumed to participate in IDX by default unless they make an affirmative election to CIE not to participate.

Internet Data eXchange (IDX) affords Participants the option of authorizing display of their active listings on other IDX Participants' Internet websites. "Active" listings include the "active with offer" status. The intent of IDX is to allow Participants that represent real estate sellers or buyers (or both) to permit other such participants to advertise their listings on their public websites. IDX is not available to any other Participants.

An IDX site is defined as a search feature on the public website of a Participant, which allows a consumer to view listing data on that website as, provided for in these Rules.

Section 18.02 Authorization

Participants' consent for display of their active listings by other Participants, including Participants of CIEs who are participating in the Wisconsin Real Estate Exchange, pursuant to these rules and regulations is presumed unless a Participant affirmatively notifies the CIE that the Participant refuses to permit display, either on a blanket or on a listing-by-listing basis, where the seller does authorize the listing to be in IDX.

If a Participant refuses on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame or link to the aggregated CIE data of other Participants. Even where Participants have given blanket authority for other Participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis as instructed by the seller. The CIE provides for withdrawal of this consent on a per listing basis through its online CIE software. Participants retain all rights of ownership and display with regard to their own listings.

Section 18.03 Participation

Participation in IDX is available to all Participants who are actively engaged in real estate brokerage and who consent to display of their listings by other Participants. This requirement can be met by maintaining an office or Internet presence from which Participants are available to represent real estate sellers or buyers (or both).

Section 18.04 Notification

Participants must notify the CIE of their intention to establish an IDX site and must make their site directly accessible to the CIE for purposes of monitoring and ensuring compliance with applicable rules and policies.

All IDX sites, except for CIE-provided generic IDX site options, must be approved by the CIE prior to the establishment of an ongoing data feed.

Section 18.05 Security and Control

Participants must protect IDX information from misappropriation by employing reasonable efforts to monitor and prevent "scraping" or other unauthorized accessing, reproduction, or use of the CIE database.

Any website used by a Participant for publication of CIE Content must be controlled by the IDX Participant and clearly identified as the Participant's website. The term controlled means that the operation, hosting and website consultant(s) are directly responsible to the Participant.

Section 18.06 Exclusions

Listings or property addresses of Sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via IDX sites. Notwithstanding this prohibition, listing broker may display on their IDX sites or their other website(s) the listing or property address of consenting sellers.

Participants may select the listings they choose to display on their IDX sites based only on objective criteria including, but not limited to, factors such as geography or location ("uptown", "downtown, etc.), list price, type of property (e.g., offices, shopping centers, multi-family, vacant land, special purpose, etc.), cooperative compensation offered by listing brokers, type of listing (e.g. exclusive right-to-sell or exclusive agency, or open listings, or the level of service being provided by the listing firm. Selection of listings displayed on any IDX site must be independently made by each Participant.

Participants excluding listings from their IDX site shall not represent in any manner that "all listings" are available on their website.

Section 18.07 Timely Updates

Participants must refresh all CIE downloads and refresh all CIE data at least once every twenty-four (24) hours.

Section 18.08 Redistribution

Except as provided in the CIE Rules, an IDX site or a Participant operating an IDX site may not distribute, provide, or make any portion of the CIE database available to any person or entity, for any other purpose.

Section 18.09 Broker Identification

When displaying listing content, a Participant's IDX site must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

Section 18.10 Content

Except for the listings of the Participant all listings displayed pursuant to IDX shall contain only those fields of data designated by the CIE and as defined in the IDX Dataset Definition. Display of all other fields (as determined by the CIE) is prohibited. Confidential fields intended only for other CIE Participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed on IDX sites.

Listings displayed shall contain the minimum, but no more than the maximum, information as defined in the IDX Dataset Definition, as may be modified from time to time by the CIE.

IDX Participants shall not modify or manipulate information relating to other Participants' listings. (This is not a limitation on site design but refers to changes to actual listing data.) CIE data may be augmented with additional data not otherwise prohibited from display so long as the source of the additional data is clearly identified.

Printed property data sheets, e-mails, or any other output or display containing CIE data, generated from an IDX site, are subject to the same rules as the listing display on that website.

Section 18.11 Co-mingling of Information

A Participant may co-mingle the listings of other Participants with listings from other multiple listing services on its website, provided all such displays are consistent with these rules. Co-mingling is (a) the ability for a visitor to the site to execute a single search that searches any portion of the IDX database as the same time it searches listing data for any other source(s); or (b) the display on a single web page of any portion of the IDX database and listing data from any other source.

Section 18.12 Listing Broker Identification

All listings displayed pursuant to IDX shall identify the listing firm in a readily visible color and typeface not smaller than that used in the display of listing data, immediately above, below or adjacent to the primary listing photograph.

Any display of another Participant's listing in search results or full listing format shall identify the listing firm immediately adjacent to the property information. The type shall be at least as large as the type used to describe the property.

Section 18.13 Framing The CIE IDX Internet Site

A CIE Participant, who is engaged in and licensed to provide real estate brokerage services to buyers and sellers, may frame the CIE IDX website with the following provisions and in keeping with any policies that the CIE may adopt from time to time:

- The participant is contributing its listings for Internet publication by other CIE Participants;
- The method of framing does not violate either state licensing laws/regulations or the REALTOR Code of Ethics;
- The participant has signed the CIE IDX Link Framing Agreement and agreed to its terms.

Section 18.14 Display by Agents

Non-principal brokers and sales licensees affiliated with Participants may only display information available through IDX on their own Websites by framing OR linking to the Participant's IDX site, subject to their Participant's consent and control and the requirements of state law and/or regulation.

Section 18.15 Disclaimers

A Participant's website must credit the (local CIE organization) as the source of other Participants' listings appearing on the IDX website. All listings displayed pursuant to IDX shall show a statement disclaiming any liability for the accuracy of the data. The disclaimer shall be in a form approved in writing by CIE.

The following disclaimer has been approved by CIE:

"Information received from other 3rd parties: All information deemed reliable but not guaranteed and should be independently verified. All properties are subject to prior sale, change, or withdrawal. Neither listing broker nor (Insert Company Name) nor RANW shall be responsible for any typographical errors, misinformation, misprints, and shall be held totally harmless."

Section 18.16 Copyright

The following copyright statement must appear at the bottom of each such listing: "Copyright 200x – Wisconsin Commercial Information Exchange – All Rights Reserved"

Participants shall not make any statements or display graphics on their website that implies the Internet viewer is "searching the CIE" or otherwise accessing or viewing the multiple listing service (CIE).

Section 18.17 End User License Agreement

Participants shall indicate on their websites that IDX information is provided exclusively for consumers' personal, non-commercial use and that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing.

Section 18.18 Download Agreement

Participants may not transfer information from the CIE for any purpose, including republishing on the Internet, without executing a Download Agreement provided by the CIE.

The CIE shall have the right at any time and at their sole discretion to terminate the Participant's right to transfer information, upon written notice to the Participant. Transmittal of such notice to the Participant shall constitute delivery of said notice to any consultant.

Section 18.19 Compliance

All IDX sites are subject to ongoing compliance auditing by the CIE. Changes to an IDX site necessary to cure a violation of CIE Rules must be accomplished within ten calendar (10) days of the transmittal of notice from the CIE of such violation. Violations may subject a Participant to sanctions, including but not limited to the immediate termination of the download agreement to receive or republish the IDX information. IDX rules are in addition to all other adopted CIE Rules and Regulations of the CIE.

Section 18.20 IDX Service Fees and Charges

Service fees and charges for participation in IDX shall be as established by the Board of Directors.

Section 19. Terms and Conditions of Access to CIE and Catylist Website

The CIE Website, www.ciewisconsin.com, is a service provided by RANW for Participants of WCIE. Only authorized Participants and subscribers may access the member-only level of the Website and must agree to the following terms and conditions of use:

1. CIEWISCONSIN.COM, a WCIE WEBSITE, IS A LICENSED WEBSITE:

The CIE Website is a software product of Catylist Inc., licensed to the REALTORS Association of Northeast Wisconsin, Inc. The CIE Website is located at www.ciewisconsin.com.

RANW and the WCIE grant access to the members-only level of the Website, and access to any member-only CIE data, only to authorized CIE users. By logging into this site through use of your CIE password, you are acknowledging that you will be bound by the Rules and Regulations of the WCIE and RANW, and all licensing agreements therein.

CIE grants to authorized CIE users only, a terminable non-exclusive, non-transferable license to use the CIE data under terms and restrictions outlined in the CIE rules. CIE information, in whole or in part, which does not pertain exclusively to properties currently listed for sale or Lease with the Participant, may not be transferred electronically or otherwise to any website or data service, outside or within the internet, unless such transfer is in compliance with the CIE rules. All and any use of the broker's data compiled by CIE is subject to these terms and restrictions.

2. SHARING YOUR LOGIN AND PASSWORD SUBJECT TO SANCTIONS:

RELEASE OF ANY CIE ACCESS CODES OR PASSWORDS TO ANY UNAUTHORIZED NON-SUBSCRIBER IS SUBJECT TO IMMEDIATE SANCTIONS WHICH MAY INCLUDE FINES, IMMEDIATE SUSPENSION AND TERMINATION OF CIE SERVICES, INJUNCTION AGAINST THE DISSEMINATION OF ANY CIE INFORMATION, AND DAMAGES AS DETERMINED BY THE BOARD OF DIRECTORS OR A COURT OF COMPETENT JURISDICTION.

3. All data content included at and provided by ciewisconsin.com is protected by all applicable copyright and trademark laws and owned by RANW or CIE or the party credited as the provider of the content. All rights in the content are expressly reserved by the applicable copyright and trademark owner.

4. Any information provided by CIE to its member Participants, and through them its subscribers, shall be considered official information of CIE. Such information shall be considered confidential and exclusively for the use of Participants and subscribers affiliated with such Participants within the scope of the Service.

5. The information published and disseminated by CIE is communicated as filed with the CIE by the Participants, without change by the CIE. The CIE does not verify such information provided and disclaims any responsibility for its accuracy. Each Participant and affiliated subscriber agrees to hold CIE and RANW harmless against any liability arising from any inaccuracy or inadequacy of the information such Participant provides. The CIE data is provided "as is" and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness of a particular purpose.

6. Participants and their subscribers shall, at all times, maintain control over and responsibility for the CIE data, and shall not disclose such data to persons other than authorized subscribers who are affiliated with such Participant pursuant to the Rules and Regulations of CIE. Use of information developed by or published by CIE is strictly limited to the activities authorized under a Participant's licensure(s) or certification, and unauthorized uses are prohibited. The above notwithstanding, Participants and their affiliated

subscribers shall be permitted to provide CIE data compilations to prospective customers and clients-only in conjunction with their ordinary business activities of supporting an estimate of value on a particular property for a particular client, or attempting to locate ready, willing and able buyers for the properties described in the database.

7. CIE reserves the right at its sole discretion to change, modify, add or remove any portion of this Agreement at any time without notice or liability, and such modification shall become effective upon posting on the Website or in these Rules. Your use of the services at this Website following any such modification shall be conclusively deemed acceptance of such modification.

8. CIE may change, suspend or discontinue any aspect of the service provided at this Website at any time without notice or liability, including the availability of any feature, database or content.

9. CIE may contain links to other related Internet websites and resources. Neither RANW nor CIE is a sponsor, partner, promoter or publisher of such sites or their content, and expressly disclaims any responsibility or liability for availability or content of these websites. Any concerns regarding an external link should be directed to that website's administrator.

10. CIEWISCONSIN.com is provided "as is" and RANW and CIE make no express or implied representations or warranties regarding the functionality, usability, condition or operation thereof. RANW and CIE make no representation or warranties that access to ciewisconsin.com or any other website provided by CIE or Catylist will be error-free, or uninterrupted, or of a particular criteria of performance.

11. CIE does not represent, warrant or endorse the accuracy or reliability of any information displayed, uploaded, downloaded or distributed through ciewisconsin.com or any other website provided by CIE or Catylist.

12. RANW and CIE will not under any circumstances or event be liable for any damages including, without limitation, any lost profits, lost savings or other incidental, special or consequential damages arising out of the use or inability to use the CIE data, or arising for any reason hereunder, even if RANW or CIE has been notified of the possibility of such damages.

13. RANW or CIE may at any time, in its sole discretion, limit, suspend or terminate a user's access to www.ciewisconsin.com or to any other website of CIE, without notice or liability, for any reason whatsoever, including without limitation breach of this Agreement or the termination of membership in CIE.

14. The following End User License Agreement (EULA) is provided by Catylist, Inc. for users of Catylist websites. The EULA Agreement is to be read carefully as you must agree to all of its terms before using the services provided at the Catylist Website. The following is the current EULA, as posted on www.ciewisconsin.com and is subject to change without Notice:

**End User License Agreement
Terms of Use: Catylist, Inc.**

Terms of Use

Your use of www.ciewisconsin.com ("Website") is subject to all terms of this End User License Agreement ("EULA") between You and Catylist Real Estate Software, Inc. ("CRESI")

1. EULA Terms. The Website and certain of its features are available to you, the licensee, conditioned on your acceptance, without modification, of all terms and conditions of this EULA. If you, or any person acting for you, with your permission, or with a password you made available directly or indirectly to any person (collectively "you" or "your") accesses, uses, derives information from, or places information within the Website, such constitutes your acceptance of all terms of this EULA, as now in existence or as may later be modified in accordance with its terms.

This EULA (including all amendments posted on the Website) is the entire agreement relating to your use of the Website, and supersedes all prior, current, and future oral and written communications, proposals, and representations regarding the Website and the use of any feature thereof.

CRESI may change, from time to time, the Website. CRESI may elect to, but is not obligated to, introduce, or grant different grades of service, different degrees of access to information and/or analysis, or introduce new features in version 1.0 and future versions of the Website which may change functions, limit access to information and/or analysis, and introduce new or revised security restrictions at any time without prior notice, at CRESI's sole discretion, and without making any of the above available to you without liability to CRESI and its affiliates. You agree to bear all risks and hold CRESI and its affiliates harmless for any and all effects that any of the above changes may have on your ability to use the Website for any purpose. CRESI may limit, create different priorities for different users, update, and/or cancel some or all of the functions of the Website at any time, without prior notice. By continuing to use the Website after notice of any change is posted on the Website, you signify your consent to all such changes, including but not limited to all changes to this EULA.

If you do not accept all terms of this EULA you must exit the Website before accessing any of the Website's features, otherwise you have created a legally binding agreement that you will comply with all terms of this EULA.

2. Membership. CRESI may grant you limited access to the Website; however, certain portions of the Website may be available only if you have a membership by opening an account (your "Account") by completing a registration process requiring that you provide current, complete, and accurate information as prompted by the registration process on the Website, which you represent is accurate and complete in all respects and that you are over age eighteen (18), and paying any and all amounts due on or before their due dates. You are responsible for keeping your Account name and password confidential, and are responsible for any and all activities that occur under your Account. You agree to notify CRESI immediately of any unauthorized activity regarding your Account and any other misuse of the Website of which you are aware. CRESI will not be responsible for any loss that you may incur as a result of someone else using your Account, either with or without your knowledge.

3. Software License. CRESI grants you a non-exclusive license to use only specified portions and functions the Website strictly in accordance with all terms of this EULA, which license CRESI may terminate at any time without notice if CRESI believes a violation of

this EULA has occurred. Only one individual may use an Account at one time, and a single Account may only be used for the benefit of one (1) individual who is the registered user for that Account.

4. Limitations of License. CRESI AND ITS AFFILIATES AND SUPPLIERS MAKE NO WARRANTIES OR GUARANTIES AS TO THE AVAILABILITY, OR RELIABILITY OF THE WEBSITE OR THE INFORMATION YOU OR OTHER USERS PLACE ON THE WEBSITE. CRESI AND ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES CONTAINED ON THE WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. CRESI, ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO ALL INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES REGARDING THE WEBSITE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. IN NO EVENT SHALL CRESI, ITS AFFILIATES, AND/OR THEIR RESPECTIVE LICENSORS, SPONSORS, SUPPLIERS AND THE EMPLOYEES, DIRECTORS, SHAREHOLDERS, OFFICERS AND AGENTS OF ANY OF THE FOREGOING, BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE WEBSITE OR ANY INFORMATION THEREON, OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF ANALYSIS, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEBSITE OR THE FAILURE TO PROVIDE SUPPORT FOR, OR RESOLVE ANY SUPPORT ISSUES REGARDING, THE WEBSITE, EVEN IF CRESI, ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN ANY CASE CRESI'S ENTIRE LIABILITY UNDER ANY PROVISION OF THE EULA SHALL BE LIMITED TO THE AGGREGATE AMOUNT YOU HAVE PAID, OR WHICH HAS BEEN PAID ON YOUR BEHALF TO, CRESI DIRECTLY FOR ACCESS TO THE WEBSITE. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5. No Unlawful Or Prohibited Use. As a condition of your use of the Website, you warrant that you will not use the Website for any purpose that is unlawful or prohibited by this EULA.

6. Links To Third-Party Sites. The Website may contain hyperlinks to websites operated by parties other than CRESI. Such hyperlinks are provided for your reference only. CRESI does not control such websites and is not responsible for their contents. CRESI's inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

7. Information.

7.1 You agree that any and all information you, or anyone on your behalf, places on the Website shall at all times be:

7.1.1 Accurate in all respects to your then knowledge and belief;

7.1.2 Corrected promptly by you when any new or revised data or information is available to you or your agents;

7.1.3 Authorized in writing to be placed on the Website by all owners of the property.

7.1.4 Lawfully placed in the Website and in any of CRESI's hardware and software;

7.1.5 Accessed, used, and distributed strictly in accordance with all terms of this EULA.

7.1.6 Formatted and within the type, size and other limits as described in the Website, which CRESI reserves the right to modify, including without limitation the number of days that data will remain within the Website, the frequency with which data must be updated by you or will be withdrawn from the Website by CRESI, and the volume of data which you may store on the Website at any one time.

7.2 You will abide by all applicable local, state, national, and foreign laws, treaties, and regulations in connection with the Website and agree not to use the Website or any feature, aspect, or data in, a part of, or from the Website to:

7.2.1 Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

7.2.2 Harvest, collect, gather, or assemble information or data regarding other users, including email addresses, without their consent;

7.2.3 Transmit through or post on the Website any unlawful, harassing, libelous, abusive, torturous, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, pornographic, or otherwise objectionable material of any kind or nature, or which is harmful to minors in any way;

7.2.4 Transmit any material which may infringe upon any intellectual property or other rights of any person including without limitation trademark, copyright, or right of publication in any form or format.

7.2.5 Transmit any material that you are aware contains a software virus or viruses, or other harmful or objectionable computer code, files, program, routine such as Trojan horses, worms, time bombs, cancel bots, or popups.

7.2.6 Interfere with or disrupt servers, networks, hardware, software, or users connected to, using, or a part of the Website, or violate the licenses, policies, procedures, or regulations of such.

7.2.7 Attempt to gain unauthorized access to the Website, other accounts, computer systems, networks, or users connected to or using the Website, through password mining or any other means.

7.2.8 Harass or interfere with another user's use or enjoyment of the Website and any of that or other user's data on the Website.

7.3 You are responsible for any and all data which you or your designee place on the Website. You indemnify and hold CRESI, its affiliates, licensors, suppliers and sponsors, and their respective shareholders, directors, officers, employees, and agents, harmless from and against any and all claims that any data that you place directly or indirectly within the Website is inaccurate or incomplete in any respects.

7.4 All information you place on the Website is accessible by CRESI at all times, and may be revised by CRESI to conform to all the Website requirements, although CRESI is under no obligation to reformat any data and shall not be liable to you or any other person for any data or revisions thereto.

7.5 You hereby authorize the Website and CRESI to place cookies and other files on your computer's hard drive or other storage medium to assist the Website in limiting access to only authorized users and recording authentication information for the duration, activities, and content of each session on the Website.

7.6 You are responsible for any and all activities that occur under your Account, and must log off and exit from your Account at the end of each session of use. You shall send CRESI notice immediately upon you being aware or suspicious of any unauthorized use of the Website by any person.

7.7 In accordance with and within the privacy and other limitations then set forth in the Website, you authorize CRESI full access to any information regarding you, your Account, any information you place on the Website, all cookies and other information, the use of any and all data on the Website. Notwithstanding the above, CRESI will not disclose any information regarding any user or the use of any and all data in the Website without your prior permission except to its affiliates, licensors or sponsors, or in accordance with the Website, this EULA, or as may be required by law or lawful process.

7.8 You hereby grant CRESI and its assigns a non-exclusive, unrestricted, perpetual royalty free license to display, publish, and otherwise use any and all property data and information you, or any person designated by you, place on the Website.

7.9 Should CRESI reasonably suspect that any material information supplied is untrue, inaccurate, not current, or incomplete, CRESI has the right to suspend or terminate your access to the Website and all data thereon, and may restore access to the Website and any data thereon, in CRESI's sole and absolute discretion, after any and all defaults have been cured to CRESI's satisfaction.

8. Limitations on Use.

8.1 You agree that when using the Website, you shall NOT do any of the following:

8.1.1 Copy any portion of the Website, other than property data you have been authorized to access, for any purpose.

8.1.2 Copy any portion of the Website for transmission or use, directly or indirectly on any computerized electronic exchange other than the Website, excepting only that portion of data on the Website that you uploaded to the Website through your Account only.

8.1.3 Grant access to any portion of your Account to any person other than an individual acting solely on your behalf and for your benefit only.

8.1.4 Access, or attempt to access, any other person's Account or any portion of the Website which was not specifically granted by this EULA.

8.1.5 Transfer, rent, lease, grant a security interest in, or otherwise encumber in any way any portion of the Website or any of your rights to access or use the Website, whether through this EULA or otherwise.

8.1.6 Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

8.1.7 Publish, post, distribute, or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information.

8.1.8 Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.

8.1.9 Upload files that you know contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.

8.1.10 Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded.

8.1.11 Falsify the origin or source of software or other material contained in a file that is uploaded.

8.1.12 Advertise or offer to sell any goods or services or conduct or forward surveys, contests, or chain letters.

8.1.13 Download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner.

8.2 You acknowledge that all information you may place on the Website are public and not private communications. Further, you acknowledge that all information, pictures, analysis, postings, conferences, and other communications by other users are not endorsed by CRESI or its affiliates, and such communications shall not be considered reviewed, screened, or approved by CRESI or its affiliates. CRESI reserves the right for any reason to remove, without notice, any information received from any user or others, including, without limitation, information, pictures, or analysis as to any one or more properties you or others have posted to the Website. CRESI reserves the right to deny in its sole discretion any user access to this Website or any portion thereof without notice.

9. Support. CRESI shall provide only online technical support for any difficulties you may have accessing the Website or any of its features. That technical support shall not include any aspect of your computer's hardware, software, configurations, means of gaining access to the internet, ability to browse the internet, or ability to access any facet or portion of the Website.

10. Force Majeure. The Website contains functionalities and services that allow sending, delivering or receiving information between users, which may be relayed or carried through CRESI, public, third parties' or other networks, systems, servers, websites or applications (e.g. telephone and cellular networks, email servers etc.) ("Third Parties' Network"). The Third Parties' Networks are not controlled by CRESI in any way and CRESI shall not be responsible for the performance, availability, functionality, quality or reliability of any of the Third Parties' Networks or the information sent, delivered, relayed, carried or received through the Third Parties' Networks. Notwithstanding anything herein, CRESI does not warrant or guarantee that the information sent, relayed, carried or delivered through these Third Parties' Networks will reach its destination or its correct address or recipient or that the details of the recipient or sender are correct or accurate. CRESI shall not be liable for, and excused from, any failure to deliver or perform, or for any delay in delivery or performance, due to causes beyond its reasonable control, after exercising its best commercially reasonable efforts to remedy any such failure or delay, including without limitation any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to CRESI or any facilities used by or for CRESI, failure of internet, hosting, telecommunications, or other services to CRESI or facilities used by or for CRESI, natural disasters, acts of God, or acts of terrorism or war.

11. Export Rules. You agree that no portion of the Website, nor any information thereon, will be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively the "Export Laws"). In addition, if the Software is identified as export controlled items under the Export Laws, you represent and warrant that you are not a citizen, or otherwise located within an embargoed nation (including without limitation Iran, Iraq, Syria, Sudan, Libya, Cuba, North Korea, and Serbia) and that you are not otherwise prohibited under the Export Laws from receiving the Software. All rights to Use the Software are granted on condition that such rights are forfeited if you fail to comply with the terms of this EULA.

12. Governing Law. This EULA will be governed by and construed in accordance with the substantive laws in force in the State of Delaware, if you are a citizen of the United States, Canada, or Mexico when first opening an Account. The courts of Delaware shall have exclusive jurisdiction over all disputes relating to this EULA. This EULA will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

13. Severability. If any part of this EULA is found void and unenforceable, it will not affect the validity of the balance of the EULA, which shall remain valid and enforceable according to its terms. If any part of this EULA is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the EULA shall continue in effect. Use of this Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph.

14. Modification Of These Terms And Conditions. CRESI reserves the right to change the terms, conditions, and notices under this EULA by posting any change on the Website.

15. General.

15.1 You agree that no joint venture, partnership, employment, or agency relationship exists between you and CRESI as a result of this EULA or your use of the Website.

15.2 CRESI's performance under this EULA is subject to existing laws and legal process, and nothing contained in this EULA is in derogation of CRESI's right to comply with law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by CRESI with respect to such use.