



INTERNET DISPLAY GUIDELINES

IDX & VOW RULES, SAMPLE LEGAL DISCLOSURES, USE OF LOGOS

(from Appendices 1-3 of the Data Use Policy v.3.1)

APPENDIX 1: IDX GUIDELINES: THE PUBLIC DISPLAY OF MLS CONTENT ON THE INTERNET

IDX Participation (Opting In or Out)

Internet Listing Exchange (IDX) is a system where Participant brokers give each other permission to display their listings on each others' websites. All Participant brokers can choose to opt in or opt out of the IDX program at any time. Participants in the IDX program ("opted in") can display each others' active listings, which will be identified by a special IDX logo.

Participants brokers are automatically opted in to the program. Brokers who do not want to participate in IDX must complete the Internet Data Exchange Opt In/Opt Out form and fax it to MLSListings at (408) 341-8931. Once a Participant broker opts out, no other Participants or subscribers will be permitted to display that broker's listings on their IDX websites, and the opted-out Participant will not be permitted to display IDX listings on their own website/s. (The MLSListings Board of Directors reserves the right to limit how often status changes may be made by a single Participant broker.)

When necessary, Participants may request to withhold an individual listing and still participate in the program. Sellers may also opt out of listing display. (See "Handling Seller Opt Outs" in Appendix 3.)

Overview of Rules and Requirements:

Specific guidelines apply when MLS Content is displayed on Internet websites. If you have specific questions, or aren't sure if your website complies with current MLS Rules and Data Use Policy, contact the MLSListings Compliance department. (See Appendix 3 for the applicable MLS Rules.)

MLSListings may, from time to time, adopt or modify MLS Rules, policies and procedures with respect to the display of MLS information on Internet websites. When it does so, the MLS Rules, if inconsistent with these guidelines, will automatically supersede this document.

Approvals and Authorized Users:

1. Licensee must submit a "Broker Authorization for Use of Third-Party Product or Service" form to MLSListings for each Participant/subscriber who intends to establish a website containing MLS content, before listing information is made accessible on any website. Licensee must make password-protected websites directly accessible to MLSListings for purposes of monitoring and ensuring compliance with applicable MLS Rules and MLS Content display policies.
2. Websites displaying MLS content must be controlled by an MLSListings Participant/subscriber and advertised as the MLSListings Participant's/subscriber's website. The website must also identify the brokerage under which the MLSListings Participant/subscriber performs real estate sales activities and the state of licensure.

MLS Content Permitted:

1. Only "Opted In" listings (listings belonging to IDX-Participant brokers) may be displayed on IDX websites. (See also "Handling Seller Opt Outs" in Appendix 3.)

2. Only active, pending and sold statuses (1, 2, 3 and 5) may be displayed. Sold listings must be clearly identified to the user.
3. Sold listings must also comply with the following additional requirements:
 - (a) Public remarks may not be displayed
 - (b) List price may not be displayed, except where the actual selling price has been legitimately withheld and the last list price, with appropriate symbol, substitutes for the selling price.
 - (c) Name and contact information of listing or selling office may not be displayed
 - (d) Only the main photo can be displayed; no additional photos are permitted
 - (e) All additional public fields in the IDX content (other than the fields explicitly called out here) can be displayed
 - (f) Listings older than 3 years may not be displayed by vendor products; Participants are not subject to this limitation
4. Not all listings from the IDX datafeed must be displayed, as long as any exclusions are based on objective criteria (e.g., geographical location, property type, list price range, etc.)
5. Only “public” fields, as described in the MLS Content Licensing Agreement, may be displayed.
6. Only listings that are entered into the MLS are allowed to appear in the results of an IDX search. (No “pocket” listings or withheld listings.)
7. Only unbranded virtual tour links may be placed on IDX detail pages. (Unbranded tour links include listing agent name and listing office name in text, with no contact information, logos or other “branding.”)
8. Websites with MLS Content must be updated no less often than every 72 hours.

Web Page Design:

1. A detailed display of another IDX Participant's listing may not include any contact information or "branding" of the IDX Participant who owns the website, or any of its agents, within the "body" of the listing data. (The "body" is a rectangular space whose borders are defined in each direction by the area used for listing text and photo data; "branding" refers to any marks, images, or language referring to the website owner.) The prohibition on branding or contact information within the "body" of the listing information is intended to prevent any possible confusion on the part of the consumer as to the source of the listing.
2. All active and pending listings displayed shall identify the name of the listing agent and listing office in a typeface not smaller than the type size displaying detailed property information. This identification is considered an integral part of the listing information and must be displayed within the “body” of the listing along with the property information.
3. Participants’ websites with MLS Content shall disclose the firm’s name and state(s) of licensure in a reasonable and readily apparent manner. Websites of subscribers affiliated with a Participant’s firm shall disclose the firm’s name and the subscriber’s state(s) of licensure in a reasonable and readily apparent matter.
4. All displays of MLS Content shall include an accuracy disclaimer. Licensee may include other appropriate disclaimers as necessary (see sample text for disclaimers in Appendix 3).
5. MLS content on IDX websites shall be properly identified by a specified IDX logo provided by MLSListings (see logo use guidelines Appendix 3). Each listing that belongs to another MLSListings

Participant/subscriber must be clearly identified as belonging to that listing Participant/ subscriber. Under no circumstance may an MLSListings Participant/subscriber display listings of other MLSListings Participants/subscribers in a manner that leads the viewer to believe that they are the listings of the displaying MLSListings Participant/subscriber.

6. The name of the firm, company or individual who has immediate control of the MLS content, and the arrangement of MLS content, that is being provided on the Participant's/subscriber's website must be displayed, at a minimum, on either the home search page or the detail report page within the IDX property search.
7. If MLSListings Participants/subscribers display on their websites listings that have been obtained from other sources, such as other MLSs they subscribe to, the website shall clearly display the source from which each such listing was obtained.
8. Separating out selected listings from the aggregate IDX search into such categories as Featured Listings, My Listings, Our Listings, Office Listings, My Favorites, Our Favorites, Our Picks, et al, is only permitted for the listings of the agent who owns the website, or the Participant who is branding the website.
 - (a) Listings belonging to other Participants may not be "featured" or "highlighted" unless specific permission is granted by the listing broker.
9. Sellers are permitted to withhold their listings from certain Internet display and/or certain website features, such as "blogs" and "automated valuation models" (see "Handling Seller Opt Outs in Appendix 3 for details).
10. When displaying listings of other MLSListings Participants/subscribers on a website, the MLSListings Participant/subscriber who hosts the website must obtain from each consumer who visits the website an agreement to the following Terms of Use:
 - (a) All MLS information obtained from the website is intended only for the consumer's/viewer's personal, noncommercial use;
 - (b) The consumer/viewer has a bona fide interest in the purchase, sale or lease of real estate of the type being offered via the website or other electronic means;
 - (c) The consumer/viewer will not copy, redistribute or retransmit any of the MLS content or information provided; and
 - (d) The consumer/viewer acknowledges MLSListings' ownership and the validity of its copyright in the MLS content.

The Use of Statistics

Statistics may be calculated based on MLS Content and provided to consumers on authorized websites to provide a marketing overview of real estate activity in the Participant/subscriber's service area.

- (a) Statistics calculated and provided by a licensed third party provider or Participant broker may be displayed on IDX websites of Authorized Users. Restrictions may apply.
- (b) MLSListings-generated statistics may be copied for personal use on individual websites, but are not for redistribution. (See Section 5.4.4.2 of the Data Use Policy for guidelines.)
- (c) Content for statistical analysis on websites is limited to a rolling 3-year time period.
- (d) Appropriate disclaimers are required.

The Use of Off-Market Content for Property Valuations:

Automated valuation models using algorithms or calculations based on sale activity in a given area may be provided by licensed third party providers or Participant brokers for use on IDX websites.

- (a) This valuation cannot be referred to as a “CMA” or “Comparative Market Analysis.” The term “estimated value” is acceptable.
 - Sellers may opt out of this feature. See “Handling Seller Opt Outs” in Appendix 3.
- (b) Appropriate disclaimers are required.

Prohibitions:

1. MLS Content cannot be modified in any way, except by the listing agent/broker.
 - (a) This requirement does not restrict the format of the MLS Content displayed, or the display of fewer than all of the listings, or fewer authorized fields.
 - (b) MLS content may be augmented with additional data not otherwise prohibited from display (such as neighborhood or mortgage information) as long as the source of such other data is clearly identified, except that this additional information must lie outside the “body” of the listing data. Display of additional information on pages containing MLS content is subject to approval by MLSListings.
2. The following kinds of information are never allowed for search or display on the Internet:
 - (a) Expired (status 6), cancelled (status 7), withdrawn (status 8), or pending/do not show (status 4) listings
 - (b) Compensation offered to other MLSListings Participants and the type of listing agreement;
 - (c) Sellers’ or occupants’ names, phone numbers or email addresses or other identifying information; or
 - (d) Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.
 - (e) Any fields not included in the “IDX-Only” datafeed.
3. The number of listings that may be displayed in IDX search results shall be limited to 500 listings in response to any inquiry.
4. If restrictions are placed on any information by the listing office, such content may not show on any website.
 - (a) Only authorized (“filtered”) addresses may be displayed
 - (b) Sale prices withheld from public display at the written request of the buyer or seller (and authorized by the MLS) may not be disclosed to the public. In such cases, the “last list price” is used, with a code indicating that it replaces the sales price.

For additional information or assistance regarding these guidelines, contact the MLSListings Inc. Compliance Department at compliance@mlslistings.com.

APPENDIX 2: VOW GUIDELINES: THE PRIVATE DISPLAY OF MLS CONTENT ON THE INTERNET

VOW Participation (No Blanket Opt Out)

A Virtual Office Website (VOW) is defined to mean a website, or feature of a website, operated by or on behalf of a Participant broker, through which the Participant is capable of providing real estate brokerage services to Customers with whom the Participant has first established a broker-consumer relationship (as defined by state law) and where the consumer has the opportunity to search MLS data, subject to the Participant’s oversight, supervision and accountability.

There is no blanket opt out for VOW. However, sellers who do not want to have their listing displayed on any Internet website must complete and sign a “Seller Opt Out” form, which must be presented to MLSListings Inc. upon demand. Opting out of Internet display will withhold the listing from ALL Internet websites, including IDX sites, MLSListings.com, REALTOR.com, and any syndication sites. (See also “Handling Seller Opt Outs” in Appendix 3.)

Overview of Rules and Requirements:

Specific guidelines apply when MLS Content is displayed on Internet websites. If you have specific questions, or aren’t sure if your website complies with current MLS Rules and Data Use Policy, contact the MLSListings Compliance department. (See Appendix 3 for the applicable MLS Rules.)

MLSListings may, from time to time, adopt or modify MLS Rules, policies and procedures with respect to the display of MLS information on Internet websites. When it does so, the MLS Rules, if inconsistent with these guidelines, will automatically supersede this document.

Approvals and Authorized Users:

1. Licensee must submit a “Broker Authorization for Use of Third-Party Product or Service” form to MLSListings for each Participant/subscriber who intends to establish a website containing MLS content, before listing information is made accessible on any website. Licensee must make password-protected websites directly accessible to MLSListings for purposes of monitoring and ensuring compliance with applicable MLS Rules and MLS Content display policies.
2. Websites displaying MLS content must be under the direct supervision of an MLSListings Participant and branded with the Participant’s brand. The website must also identify the brokerage under which the MLSListings Participant (or authorized subscriber) performs real estate sales activities, and the state of licensure.
3. The right to display listings in response to Customer searches is limited to display of MLS data supplied by the MLS in which the Participant has participatory rights. This does not preclude a firm with offices participating in multiple MLSs from operating a master website with links to such offices’ VOWs.

MLS Content Permitted:

1. Only active, pending and sold statuses (1, 2, 3 and 5) may be displayed and/or included in automated email distribution. Sold listings must be clearly identified to the user. Off-market listings may be made available to VOW operators for individual use for specific Customers on a one-off basis.
2. Only non-confidential fields, as described in the MLS Content Licensing Agreement and VOW Rules, may be displayed.
3. Not all listings must be displayed, as long as any exclusions are based on objective criteria (e.g., geographical location, property type, list price range, etc.)

VOW Web Page Design:

1. A Participant may provide brokerage services via a VOW that include making allowed MLS listing data available, but only to Customers with whom the Participant has first established a lawful consumer-broker relationship, including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers ("Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreement(s).
2. A VOW must obtain the identity of each Registrant and obtain each Registrant's agreement to Terms of Use/Service of the VOW, as follows:
 - (a) A Registrant must provide his or her name and a valid email address. The Participant must send an email to the address provided by the Registrant confirming that the Registrant has agreed to the Terms of Use (described in Subsection C below). The Registrant may be permitted to access the VOW only after the Participant has verified that the email address provided is valid and that Registrant received the Terms of Use confirmation.
 - (b) The Registrant must supply a user name and a password, the combination of which must be different from those of all other Registrants on the VOW, before being permitted to search and retrieve information from the MLS database via the VOW. The user name and password may be established by the Registrant or may be supplied by the VOW operator, at the option of the VOW operator. An email address may be associated with only one user name and password. The Registrant's password and access must expire in no more than 120 days, but may be renewed. The VOW operator must at all times maintain a record of the name and email address supplied by the Registrant, and the username and current password of each Registrant. Such records must be kept for not less than 180 days after the expiration of the validity of the Registrant's password. If MLSListings has reason to believe that a specific VOW has caused or permitted a breach in the security of the data or a violation of MLS Rules related to use by one or more Registrants, the VOW operator shall, upon request, provide to MLSListings a copy of the record of the name, email address, user name, current password, and audit trail, if required, of any Registrant identified by MLSListings to be suspected of involvement in the violation.
 - (c) The Registrant must be required affirmatively to express agreement to a "Terms of Use" provision that requires the Registrant to open and review an agreement that provides at least the following:
 - (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the brokerage firm operating (or authorizing the operation of) the VOW;
 - (ii) That all data obtained from the VOW is intended only for the Registrant's personal, non-commercial use;
 - (iii) That the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the VOW;
 - (iv) That the Registrant will not copy, redistribute, or retransmit any of the data or information provided;
 - (v) That the Registrant acknowledges MLSListings' ownership of, and the validity of MLSListings' copyright in the MLS database.

After the Registrant has opened for viewing the Terms of Use agreement, a "mouse click" is

sufficient to acknowledge agreement to those terms. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the VOW operator or Participant or other person for whom the VOW is being operated.

The Terms of Use agreement shall also expressly authorize MLSListings, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW.

- (d) An agreement entered into at any time between the VOW operator (or Participant or other person for whom the VOW is being operated) and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the VOW operator must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
3. A VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions or get more information about properties displayed on the VOW. The Participant broker, or a non-principal broker or sales licensee licensed with the Participant broker, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant broker and displayed on the VOW.
 4. A VOW must protect the MLS data from misappropriation by employing reasonable efforts to monitor for and prevent "scraping" or other unauthorized accessing, reproduction, or use of the MLS database
 5. A VOW must comply with the following additional requirements (see "Handling Seller Opt Outs" in Appendix 3 for further details):
 - (a) No VOW shall display listings or property addresses of sellers who have affirmatively directed their listing brokers to withhold their listing or property address from display on the Internet. The listing broker or agent shall communicate to the MLS (through the Listing Management program) that a seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a VOW operator may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing or the address for their property displayed on the Internet.
 - (b) A listing broker/agent who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document provided by the MLS (the "Seller Opt Out" form) prior to submission of the listing into the MLS database. The listing broker/agent shall retain such forms for at least one year from the date they are signed, and deliver such form to MLSListings upon demand.
 - (c) With respect to any VOW that
 - (i) allows third-parties to write comments or reviews about particular listings or displays a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - (ii) displays an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing, the VOW shall disable or discontinue either or both of those features as to the seller's listing at the

request of the seller. The listing broker or agent shall communicate to the MLS (via the Listing Management program) that the seller has elected to have one or both of these features disabled or discontinued on all VOW websites. Except for the foregoing and subject to subparagraph (d), a VOW may communicate the operator's professional judgment concerning any listing. Nothing shall prevent a VOW from notifying its customers that a particular feature has been disabled "at the request of the seller."

- (d) A VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the VOW operator beyond that supplied by the MLS and that relates to a specific property displayed on the VOW. The VOW operator shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing broker or listing agent for that property explaining why the data or information is false. However, the VOW operator shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.
 - (e) Each VOW shall refresh MLS data available on the VOW not less frequently than every 3 days.
 - (f) Except as provided elsewhere in this policy or in MLS Rules, no portion of the MLS database may be distributed, provided, or made accessible to any person or entity.
 - (g) Every VOW must display a Privacy Policy that informs Registrants of the ways in which information obtained from them will be used.
 - (h) A VOW may exclude listings from display based only on objective criteria, including, but not limited to, factors such as geography, list price, type of property, cooperative compensation offered by listing broker, or whether the listing broker is a REALTOR®.
6. An Authorized User who intends to operate a VOW must notify the MLS of the intention to establish a VOW, either by obtaining an MLS Content License to download data, or completing a Broker Authorization for Use of Third-Party Product or Service form. VOW operators must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with this policy and any other applicable MLS Rules.
 7. A Participant may operate or authorize the operation of more than one VOW.
 8. All active and pending listings displayed shall identify the name of the listing agent and listing office in a readily visible color, in a reasonably prominent location, and in a typeface not smaller than the median typeface used in the display of listing data.
 9. All displays of MLS Content shall include an accuracy disclaimer. Licensee may include other appropriate disclaimers as necessary (see sample text for disclaimers in Appendix 3).
 10. All displays of MLS Content shall include a copyright notice, as provided in Appendix 3.
 11. The number of listings that Registrants may view, retrieve, download or receive on or from a VOW in response to an inquiry shall be limited to 500 listings in response to any inquiry.
 12. If MLS Listings Participants/subscribers display on their websites listings that have been obtained from other sources, such as other MLSs they subscribe to, the website shall clearly display the source from which each such listing was obtained.
 13. Separating out selected listings from the aggregate VOW search into such categories as Featured Listings, My Listings, Our Listings, Office Listings, My Favorites, Our Favorites, Our Picks, et al, is

only permitted for the Participant broker operating (or overseeing the operation of) the VOW or the broker or agent authorized by the Participant to operate the VOW.

- (a) Listings belonging to other Participants may not be “featured” or “highlighted” unless specific permission is granted by the listing broker.

The Use of Statistics

Statistics may be calculated based on MLS Content and provided to consumers on authorized websites to provide a marketing overview of real estate activity in the Participant/subscriber’s service area.

- (a) Statistics calculated and provided by a licensed third party provider or Participant broker may be displayed on authorized VOWs. Restrictions may apply.
- (b) MLSListings-generated statistics may be copied for personal use on individual websites, but are not for redistribution. (See Section 5.4.4.2 of the Data Use Policy for guidelines.)
- (c) Appropriate disclaimers are required.

The Use of Off-Market Content for Property Valuations:

Automated valuation models using algorithms or calculations based on sale activity in a given area may be provided by licensed third party providers or Participant brokers for use on VOWs.

- (a) This valuation cannot be referred to as a “CMA” or “Comparative Market Analysis.” The term “estimated value” is acceptable.
 - Sellers may opt out of this feature. See “Handling Seller Opt Outs” in Appendix 3.
- (b) Appropriate disclaimers are required.

Prohibitions:

5. MLS Content cannot be modified in any way, except by the listing agent/broker.

- (a) This requirement does not restrict the format of the MLS Content displayed, or the display of fewer than all of the listings, or fewer authorized fields.
- (b) MLS content may be augmented with additional data not otherwise prohibited from display (such as neighborhood or mortgage information), as long as the source of the additional information is identified.

6. The following kinds of information are never allowed for search or display on the Internet:

- (a) Expired (status 6), cancelled (status 7), or withdrawn (status 8) listings (except that these listings may be made available on one-off basis to individual Customers).
- (b) Compensation offered to other MLSListings Participants and the type of listing agreement;
- (c) Sellers’ or occupants’ names, phone numbers or email addresses or other identifying information; or
- (d) Instructions or remarks intended for cooperating brokers only, such as those regarding showing or security of the listed property.
- (e) Any confidential fields, as specified by MLSListings.

7. If restrictions are placed on any listings by the Seller, such content may not show on any website.
 - (a) Sellers who complete the “Seller Opt Out” form requesting that their listing, or the listing address, not be displayed on any Internet site will have their listings or addresses withheld from the VOW datafeed.
 - (b) Sale prices withheld from public display at the written request of the buyer or seller (and authorized by the MLS) may not be disclosed to the public. In such cases, the “last list price” is used, with a code indicating that it replaces the sales price.

*For additional information or assistance regarding these guidelines, contact the
MLSListings Inc. Compliance Department at compliance@mlslistings.com.*

APPENDIX 3: IDX & VOW RULES, SAMPLE LEGAL DISCLOSURES, HANDLING SELLER OPT OUTS, AND USE OF LOGOS

The following definitions are from the MLS Rules. If at any time these definitions are modified in the MLS Rules, the definitions below will be superseded.

RELEVANT DEFINITIONS AND RESTRICTIONS FROM MLS RULES (Section number in Rules)

MLS Content Defined (11.1.1)

“MLS Content” or “Content” as promulgated by the National Association of Realtors (“NAR”) includes, but is not limited to, photographs, images (including maps), graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, statistics and other details or information related to listed property. MLS Content is protected by the applicable Intellectual Property laws.

MLS Compilation Defined (11.1.2)

“MLS Compilation” is an aggregate set of MLS Content, collected and disseminated to Authorized Users of MLS Content in any format. MLS Compilation is protected by the applicable Intellectual Property laws.

Advertising Defined (12.8.1)

“Advertising” is defined as an activity that is intended to attract potential customers to your business or to increase brand awareness, and includes such items as websites (including “blogs”), neighborhood updates, just-listed and just-sold cards/flyers, and other unsolicited “farming” activities.

Client or Customer Defined (2.1)

A “customer” or “client” means a seller client of a Participant/subscriber or a person who has expressed to a Participant/subscriber an interest in purchasing real property, and who has described the type, features or location of the property in which he or she has an interest. This may include those with whom a prior business relationship exists. (See Appendix 2 for additional registration requirements for VOWs.)

Participant Defined (4.1)

A Participant is any individual who applies and is accepted by the MLS, and meets and continues to meet all of the requirements of either a broker participant or an appraiser participant as defined Sections 4.1.1 and 4.1.2 of the MLS Rules.

Authority to Put Listings in the MLS Compilation (11.4)

By submitting any Content into the MLS Compilation participants and subscribers represent that they have been authorized to grant and thereby do grant authority to the MLS to include the Content in its copyrighted MLS Compilation and to other participants and subscribers to reproduce and display the Content in accordance with the MLS Rules.

Copyright Ownership (11.6)

All right, title, and interest in each copy of every MLS Compilation created and copyrighted by the MLS, and in the copyrights therein, remains vested in the MLS at all times. The MLS has the right to license such compilations in whole or in part to any entity pursuant to terms agreed upon by the Board of Directors.

False or Misleading Advertising/Representations; True Picture Standard of Conduct. (12.10)

Participants and subscribers may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the participant’s or subscriber’s relationship to the service, about the service itself, or about any property listed with the service. MLS participants and subscribers shall present a true picture in their advertising and

representations to the public, including the URLs and domain names they use, and participants and subscribers may not:

- a. engage in deceptive or unauthorized framing of real estate brokerage websites
- b. manipulate (e.g., presenting content developed by others) listing content in any way that produces a deceptive or misleading result; or
- c. deceptively use metatags, keywords or other devices/methods to direct, drive, or divert Internet traffic, or to otherwise mislead consumers.

Appraiser IDX Restrictions (12.14.3)

Appraisal offices are not authorized to operate IDX websites or to provide listing information to the public in any form.

Restrictions on Use of Offline MLS Databases (12.15.4c)

Downloading listing data from MLS applications is not permitted for purposes of creating websites, automated evaluations, statistics, or other products or services. These activities require a data license and access to bulk ML Content ONLY through specified channels.

Internet Data Exchange (IDX) Websites in the MLS Rules:

The IDX program is governed by the MLS Rules, primarily relating to Section 12.16: “Use of Listing Information on Internet.” Interpretations and guidelines for complying with these MLS Rules are provided within this document.

Virtual Office Websites (VOWs) in the MLS Rules:

The VOW program is governed by the MLS Rules, primarily relating to Section 12.20: “Virtual Office Websites (VOWs).” Interpretations and guidelines for complying with these MLS Rules are provided within this document.

RULE VIOLATIONS

MLSListings monitors websites using IDX and VOW data. If MLSListings finds that a Participant/subscriber is misusing or improperly displaying MLS data, or is otherwise in violation of MLSListings’ MLS Rules, that Participant/subscriber will be notified of the wrongdoing and required to correct the problem. If a Participant/subscriber fails to correct the violation, he or she will be subject to disciplinary action in accordance with the MLS Rules.

Whether or not a citation is issued, Participant/subscriber must make the necessary changes to their Internet site to cure a violation within five business days of notice from MLSListings of the violation. MLSListings reserves the right to discontinue the MLS datafeed without further notice if Participant/subscriber does not comply with this requirement.

Participant/subscriber may also be subject to fines or disciplinary action. (See Appendix A of the MLS Rules: Citable Infractions, 5.2: Violation of IDX Rules, and 5.3: Violation of VOW Rules.)

SAMPLE DISCLOSURES FOR IDX AND VOW WEBSITES

1. Mandatory Disclosures and Notices

These disclosures are required. However, with the exception of the copyright notices, the examples that appear here are suggestions only. If you follow these suggestions, you will be in compliance with the applicable provisions of MLSListings’ Rules. You may use your own verbiage as long as it achieves the same objectives.

- a. **Explanation of IDX data source:** Your website must display a disclosure indicating the source of the IDX data on your site. The following disclosure,

along with the MLSListings-approved icon for Internet Data Exchange will satisfy this requirement:

“The data relating to real estate for sale on this website comes in part from the Internet Data Exchange program of the MLSListings™ MLS system. Real estate listings held by brokerage firms other than [insert host brokerage name here] are marked with the Internet Data Exchange icon (a stylized house inside a circle) and detailed information about them includes the names of the listing brokers and listing agents.”

- b. **Disclosure of data host and/or website provider:** All websites with MLS Content must include a notice of the entity hosting the MLS Content and powering the MLS search, and any pages displaying MLS Content. For example:

“Website powered by XXX Designers.”

or

“MLS search engine provided by ZZZ Technology.”

- c. **Accuracy disclaimer on other Participant brokers’ listings:** All websites with MLS Content must display a disclosure indicating that data from other Participants is “deemed reliable but is not guaranteed.” Any similar wording indicating that the listing broker believes the data provided to be accurate but that it does not guarantee the data will be acceptable. Some examples of acceptable alternatives:

“The broker providing this data believes the data to be correct, but advises interested parties to confirm all information before relying on it for a purchase decision.”

“Listing broker has attempted to offer accurate data, but buyers are advised to confirm all data provided.”

“Listing information is deemed reliable, but not guaranteed.”

- d. **Copyright notice:** All websites with MLS Content must display MLSListings’ copyright notice on any detailed listing data of another Participant. This notice must appear exactly as shown in one of these two options:

Option A: “Copyright yyyy MLSListings Inc. All rights reserved.” [Where yyyy is the current year.]

Option B: “© yyyy MLSListings Inc. All rights reserved. [Where yyyy is the current year.]

NOTE: You may not substitute a “c” in parentheses “(c)” for the copyright symbol “©.” If your website cannot display the copyright symbol, you must use Option A and spell out the word “Copyright.”

- e. **Update frequency:** You are required to update the information on your Internet website at least once every 72 hours. It is a violation of California Department of Real Estate rules to advertise a property for sale that is not for sale. If you download a listing record on Monday, the property sells on Tuesday, and you don’t update the data until the next Monday, the property will show as available on your site for five days during which it is not available. To avoid MLS Rules violations, MLSListings requires that you disclose to consumers the frequency of data updates. For example:

On the data search page: “This data is updated every 72 hours. Some properties appearing for sale on this website may subsequently have sold and may no longer be available.”

On the results page: “This data is up-to-date as of [fill in update date here]. For the most current information, contact [your firm name, phone number, and e-mail address].”

Indicating “Data updated every 15 minutes [or applicable time period]” on the search page would also be acceptable.

2. Additional recommended disclosure

- a. **Less than all the IDX Content:** If you choose to display less than the entire IDX Content, it is wise to disclose this on the website because: 1) The IDX Participant may be advertising the website as “the most complete compilation of homes for sale on the Internet.” If the IDX Participant excludes listings from this “most complete” compilation, it should disclose this to consumers to avoid claims that its advertising is not giving a true picture. 2) If the IDX Participant excludes listings without disclosing this to consumers, savvy consumers will note discrepancies among IDX participant websites and may begin to distrust your site. A disclosure might look like one of these:

“[Your firm’s name here] participates in MLSListings’ Internet Data Exchange program, allowing us to display other broker’s listings on our site. However, [firm name] displays [only listings in your county] / [only condominium listings] / [exceptional properties (with list prices above \$500,000)].”

HANDLING SELLER OPT OUTS (FOR ALL INTERNET DISPLAY OF LISTINGS)

Sellers are permitted to withhold their listings from certain Internet display and/or website features. Data Licensees are required to honor these opt outs for ALL websites, whether VOW, IDX or syndicated advertising sites.

There are three Yes/No fields to be aware of, as well as the “FilteredAddress” field.

- If there is a "0" in the "InternetList" field, then that listing cannot show up anywhere on the Internet, whether VOW, IDX, syndication sites, or the broker's own website.
- The "VOWComm" and “VOWAVM” fields affect whether a listing can be referenced in "blogs" or used to create "automated valuation models" on websites. These fields will be needed only if those features are enabled on your website/s. If you provide these features on a VOW, IDX, or public advertising website, you will need to disallow the features for listings with "0" in these fields.
- Always use the “FilteredAddress” field for listings displayed on any Internet site. This field will be pre-populated with the correct address format to use on websites. (The full address can be used on email notifications to Clients, as defined in the MLS Rules.)

USE OF LOGO ON IDX WEBSITES

The following summarizes requirements for the use of the IDX logo (not required for VOW websites.) For more information, refer to the IDX program section of MLSListings.com.

- IDX websites must use the IDX icon/logo (the “Logo”) to identify listings that derive from the MLS Content provided for that purpose.
- You must be an MLS Content subscriber to use the Logo.
- You cannot modify the Logo.

- You must demonstrate to MLSListings how you're using the Logo, if so asked.
- MLSListings is the owner of the Logo.
- You must be doing business legally and in compliance with MLS Rules to use the Logo.
- If we're sued because of your use of the Logo, you are required to reimburse MLSListings for defense costs and damages.
- If you stop using your IDX website or are no longer an MLS subscriber, or if MLSListings advises you of your violation of this policy, or you are no longer authorized to use the Logo, you must immediately stop using the Logo.
- You may not adopt another logo for yourself that is confusingly similar to the Logo.
- If MLSListings has to go to court to enforce this policy, you agree to pay all MLSListings' reasonable costs and legal fees.
- You agree that MLSListings can get an injunction against you, if necessary.

Sample IDX Logos

