



DATA USE POLICY

Regarding the Use and Display of MLS Content
(includes IDX and VOW guidelines)

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MLSLISTINGS INC. DATA USE POLICY

1. DEFINITIONS, SCOPE AND GOVERNANCE

1.1. MLS DEFINED

MLSListings Inc. (“MLSListings”) maintains a Multiple Listing Service (“MLS”) for the use of its Participants and subscribers in good standing (“Authorized Users”). Authorized MLS Participant brokers input listing information into a common database, which is accumulated and disseminated among the Participants or authorized third parties so that Authorized Users may better serve their clients and the public in real estate transactions.

1.2. MLS RULES DEFINED

“MLS Rules” means the MLS Rules and Regulations adopted and amended from time to time by MLSListings for the regulation of the MLS, its database and the Content, including the rights, duties and obligations of Participants/subscribers with respect to the operation and use of the MLS, as well as any stated policy regarding the use or display of Licensed Content and access to the MLS database, as adopted and amended from time to time

1.3. CONTENT LICENSEE DEFINED

“Content Licensee” is a Participant broker, or a third party provider (vendor) who is licensed to provide services to Authorized Users of MLS Content under the terms and conditions of Content License Agreement with MLSListings Inc. Information applicable to Content Licensees is described in the MLS Rules in Section 11.1.1 (MLS Content) and 11.1.12 (MLS Compilation).

1.4. OTHER DEFINITIONS

Except for those terms specifically defined in this document, all other terms used herein refer to the meanings as defined in the MLS Rules.

1.5. SCOPE OF DATA USE POLICY

The purpose of this Data Use Policy is to grant MLSListings full authority to manage and protect the MLS Compilation. It defines the circumstances under which MLS subscribers may use listings belonging to other brokers and how and when MLS Content may be licensed to third parties. The Data Use Policy does not supersede the MLS Rules. The Data Use Policy is intended to expand upon the content of the MLS Rules, to define additional terms, and to interpret rules regarding the use of MLS Content and the MLS Compilation.

1.5.1. **Methods of Access.** This policy covers all methods of access to MLS data, including MLS products (e.g., MLSListings’ websites, HomeWorks, or any other method of searching and viewing MLS data), direct database access (e.g., via RETS or FTP files, or other direct access as may be provided), or any other method of accessing the MLS data, whether authorized or unauthorized (e.g., hacking, scraping, or using the credentials of an authorized user).

1.5.2. **Not in Scope.** This policy does not govern Participants’ use of their own listings, nor does it address individual subscriber violations, which are covered by the MLS Rules, the Terms of Service, and the Subscriber/Participant Membership Agreements. Please refer to these documents for additional information.

1.6. GOVERNANCE

MLSListings is governed by the Board of Directors, and is subject to the MLSListings bylaws and the MLS Rules in effect at any given time or as may be adopted thereafter. (See Section 9 regarding Change Notifications.)

- 1.6.1. MLS Rules allow for the right of the MLS to enter into licensing agreements with third parties for use of the MLS Compilation, or any portion thereof, as allowed by NAR and in accordance with terms approved by the MLSListings Board of Directors.
- 1.6.2. As new usage scenarios are introduced, this Data Use Policy will be reviewed, amended (if necessary), and approved by the Board of Directors.

2. AUTHORITY

2.1. MLSLISTINGS' AUTHORITY TO LICENSE CONTENT TO THIRD PARTIES

MLSListings may license MLS Content to third party vendors subject to Participant brokers' opt in/out provisions. Upon MLSListings' authorization, program developers and third party vendors may be permitted access to a test database, non-live data or the live database. Such authorization will only be granted for approved product(s) as provided in Section 5.4, and will require execution of an MLS Content License Agreement, which includes compliance and nondisclosure provisions and may include payment of fees. As a convenience to Participants and subscribers, a list of third party vendors who are currently authorized access to MLSListings will be available, however MLSListings does not necessarily recommend, support, warrant, or otherwise endorse any third party products.

2.2. PARTICIPANT BROKER AUTHORITY

The MLS Rules state that a listing shall not be advertised by any Participant or subscriber, other than the listing broker, without the prior consent of the listing broker, except as provided in Section 5.6 hereof and Section 12.16 of the MLS Rules.

- 2.2.1. MLSListings Participant brokers are automatically considered OPTED IN to the IDX program, as defined in the MLS Rules. However, the listing broker has the right to opt out of such advertising, and has the right to refuse to have listings displayed, either on a blanket basis or as instructed by the individual seller.
- 2.2.2. Additional public advertising venues may be authorized by MLSListings from time to time. Participants will be considered OPTED OUT of such advertising, except by affirmatively notifying MLSListings of their request to be included in the specified advertising venue.
- 2.2.3. All listings are considered OPTED IN for purposes of VOW websites. There are no "blanket" opt outs permitted in this program, although a seller may request to have a property withheld from ALL Internet viewing by completing the proper "Seller Opt Out" documentation..
- 2.2.4. MLSListings may provide technology to allow Participants to opt in or opt out of additional specified datafeeds to third party licensees, as determined from time to time by the Board of Directors. At such time, opt outs may be managed on a Participant, office or listing agent level, as determined by the listing broker.

3. AUTHORIZED ACCESS

3.1. AUTHORIZED USERS

Authorized Users of MLS Content and services include Participant brokers, appraiser participants, agent subscribers and appraiser subscribers (as described in the MLS Rules) in good standing.

- 3.1.1. **Use of MLS Content through a Third Party.** Content display and usage policies apply to Authorized Users across all websites and products managed by third parties as described in this policy document and the MLS Rules.

3.2. AUTHORIZED LICENSEES

MLSListings is authorized to license the MLS Content to Content Licensees contingent upon approval of the applications of the Content by MLSListings and execution of a Content License Agreement that includes compliance provisions, intellectual property protections, and payment of applicable fees.

- 3.2.1. **Broker Licensee.** A Participant broker in good standing with the MLS (with an active license from the California Department of Real Estate and applicable fees paid) is eligible to sign a Content License Agreement for direct access to MLS Content. Participants may access and download MLS Content through the use of their internal technical staff, or through a contracted technology provider. In situations where Participants contract externally for MLS Content access, their technology providers are required to execute agreements directly with MLSListings acknowledging their acceptance of terms and conditions, compliance with the Data Use Policy, and intellectual property protection provisions.
- 3.2.2. **Appraiser Licensee.** An appraiser participant in good standing with the MLS (with an active appraiser license from the Office of Real Estate Appraisers and applicable fees paid) is eligible to sign a Content License Agreement for direct access to the MLS Compilation. Appraiser participants may access and download MLS Content through the use of their internal technical staff, or through a contracted technology provider. In situations where appraiser participants contract externally for MLS Content access, their technology providers are required to execute agreements directly with MLSListings acknowledging their acceptance of terms and conditions, compliance with the Data Use Policy, and intellectual property protection provisions. MLS Content for appraiser licensees may exclude certain restricted fields, as determined by MLSListings.
- 3.2.3. **Vendor Licensee (including Affiliated VOW Partners (AVPs)).** Vendors are independent product or service providers, or other real estate related providers, seeking to access and receive MLS Content for integration into a product or service for Authorized Users. Any entity using MLS Content for any purpose other than transacting the sale of real property listed in the MLS or preparing an appraisal, is considered a vendor and must be approved and licensed as described in this Data Use Policy. Prospective vendors who apply to receive MLS Content access must meet the following requirements:
 - 3.2.3.1. Vendor must have a business model that fits in the usage models described in Section 5.4. Usage models are approved by the MLSListings Board of Directors and are amended from time to time.
 - 3.2.3.2. Vendor applicant must have proof of Participant endorsement, and be able to provide documentation from specific Participant brokers requesting the new product or service offered by that vendor.
 - 3.2.3.3. Vendor must be able to demonstrate and justify that its product or service benefits MLSListings Participants or subscribers above and beyond the services offered by MLSListings directly.
 - 3.2.3.4. Vendor must be able to demonstrate that the quality of its sales and customer support service are adequate for supporting the MLSListings subscriber base.
 - 3.2.3.5. Vendor must agree to the terms, conditions, and fees set forth by MLSListings. This includes compliance with the Data Use Policy and the ability to implement technical and legal measures for the protection of the integrity of the MLS Content.
 - 3.2.3.6. In some product categories and usage models, MLSListings may, for legitimate business reasons, choose to limit the number of supported vendors in order to provide more focused support for the vendor(s) in that category.

- 3.2.4. **Affiliate Access.** Certain industry affiliates may be licensed to receive MLS Content that is used in real estate-related services. In each case, the Content shall be strictly limited to the minimum fields needed for each purpose and for the minimum duration. A 90-day delay is applied for MLS Content provided to county assessor licensees. Additional limitations may apply.
- 3.2.5. **Featured Partners.** MLSListings may, from time to time, research and select partners to provide products or services to Authorized Users. Featured Partner relationships are determined on a case-by-case basis. MLSListings does not otherwise recommend, support, warrant or endorse any third party vendors or products.
- 3.2.6. **Subscribers** are NOT permitted to license bulk data. Access to MLS Content for the purpose of creating an IDX website, statistics, etc., must be through the Participant broker or a licensed vendor.

4. CONTENT LICENSE APPLICATION AND APPROVAL PROCESS

4.1. FORMS AND DOCUMENTS REQUIRED

4.1.1. Vendors and Third Parties

- 4.1.1.1. An application form, in which new vendors are asked to describe their proposed use of MLS Content, is required when applying for access.
- 4.1.1.2. The MLS Content License Agreement is the contract that defines the terms and permitted uses of the MLS Compilation by a third party. This document must be signed by both the Content Licensee and MLSListings before any content can be released.
- 4.1.1.3. A written request from at least one Participant broker in the MLSListings service area specifically requesting MLS access for the applicant is required.
- 4.1.1.4. The Payment Agreement form defines payment terms and billing preferences.
- 4.1.1.5. A Declaration of Content Destruction form is required for terminated accounts.

4.1.2. Participant Brokers & Brokerage Firms

- 4.1.2.1. The MLS Content License Agreement for Brokers, defining the terms and permitted uses of the MLS Compilation, is required for bulk access.
- 4.1.2.2. The Payment Agreement form defines payment terms and billing preferences. The fees charged to Participant brokers are purported to approximate actual costs of providing and supporting MLSListings' datafeed services to the brokers.
- 4.1.2.3. A Declaration of Content Destruction form is required for terminated accounts.

4.2. GENERAL LICENSING PROVISIONS

Upon signing of an MLS Content License Agreement, MLSListings grants a limited, revocable, non-exclusive, non-transferable license to third parties to use the Licensed Content for the purposes set forth in the MLS Content License Agreement. Unless expressly permitted in the MLS Content License Agreement, the license does not permit redistribution of the Content to other third parties, nor does it permit the modification and creation of derivative works.

- 4.2.1. **Content Distribution Options.** All Content Licensees must use MLSListings' available Content distribution options. (RETS is the current preferred method.) MLSListings reserves the right to modify Content distribution options as necessary to accommodate changes in technology standards and the marketplace.
- 4.2.2. **Standard Data Sets.** MLS Content is packaged in standard data sets. Set-up fees and usage charges are based on the standard Content packages. Custom Content options are available, with approval, for an additional charge.

- 4.2.3. **Data Set Content.** MLSListings reserves the right to determine which fields of information are available in each data set. These fields may change at MLSListings' discretion, but Content recipients will be notified of changes according to provisions set forth in Section 9.
- 4.2.4. **Data Limits.** As described above, MLS Content available to third parties will be tailored for specific usages and will include the minimum amount of content required to support the approved model. Limits will be placed on how much content a third party may store and how long content may be retained, specifically for off-market listings. Whenever possible, third parties will be restricted to querying for content on an as-needed basis, rather than downloading for storage. An individual third party's content limit is specified in the recipient's MLS Content License Agreement.
- 4.2.5. **Fees.** MLSListings is authorized by the Board of Directors to determine the cost of supporting a bulk download program and to charge fees accordingly. Both set-up fees and ongoing monthly maintenance fees are subject to change.
- 4.2.6. **Licenses Not Transferable.** A license granted to a third party by MLSListings for accessing the MLS Content is not transferable to any other organization or third party unless expressly granted by MLSListings in the MLS Content License Agreement.

4.3. APPLICATION PROCESS

- 4.3.1. **Approved Usage Models.** Third parties seeking MLS Content for approved uses (Section 5.4) must complete an application for review by MLSListings staff. The third party must then execute the standard MLSListings vendor forms and agree to the terms set forth in the MLS Content License Agreement, this Data Use Policy, and the MLS Rules.
- 4.3.2. **New Usage Models.** Third parties seeking MLS Content for new usage models must apply for approval from MLSListings' Board of Directors. To start this process, the third party would provide a detailed written description of the proposed usage model to MLSListings, along with a written request from at least one Participant broker in the MLSListings service area specifically requesting MLS access for the purpose the applicant is requesting. If approved by the Board of Directors, the applicant would be eligible to execute a content license agreement

4.4. ACCESS TO MLS INFORMATION BY THIRD PARTY LICENSEES

Login credentials will only be granted after all parties have signed the Content License Agreement and all applicable fees are paid.

- 4.4.1. **Compliance Review.** The use of MLS Content must be compliant with current MLS Rules. MLSListings requires a Compliance Department review of the proposed product or service prior to its launch to ensure that all guidelines are met before the product or service is released to Authorized Users.
- 4.4.2. **Test Database.** Upon approval and the signing of a short-term agreement, developers or third party licensees may be granted access to a test database for the sole purpose of determining the suitability of MLSListings' datafeed program for their purposes. A non-refundable access fee will be charged for the test account. This fee will be applied toward the setup fee if the third party opts to execute a complete Content License agreement with MLSListings.

5. CONTENT LICENSING AND AUTHORIZED USES

5.1. CONFIDENTIALITY OF MLS COMPILATION

All MLS Content, including its structure or arrangement, is considered Confidential Information and is proprietary to MLSListings. Any information provided via the MLS Content License Agreement is considered, and is to be treated as, confidential and is for the express usage(s) described in the Content License Agreement. Content Licensees must maintain control over and responsibility for each copy of any MLS Content or Compilation licensed to them, and must not distribute any Content or copies, in part or in full, other than as provided in the MLS Content License Agreement and MLS Rules.

- 5.1.1. Confidential Information includes, without limitation, source codes, software, tools, designs, plans, or any other information relating to any research project, work in process, future development, marketing or business plan or financial or personnel matter relating to MLSListings' present or future products, sales, suppliers, customers, employees, members, or business, which information is disclosed by or on behalf of MLSListings to licensee, whether tangible or intangible, and whether or not disclosed in oral, written, graphic, photographic, or electronic form and whether marked "confidential" or "proprietary" or not.
- 5.1.2. Any login credentials issued to the Content Licensee are deemed Confidential Information (see also Section 6.2 below).

5.2. SUBJECT TO MLS RULES AND REGULATIONS AND THE MLS CONTENT LICENSE AGREEMENT

All listings filed with the MLS, and all use, distribution and display of such listings, are subject at all times to this Data Use Policy and the MLS Rules, as amended from time to time.

- 5.2.1. **Participant and Subscriber Use Only.** MLSListings licenses MLS Content strictly for the benefit, use and support of Authorized Users. It is incumbent on the Content Licensee to ensure that access to products and services utilizing MLS Content is at all times restricted to Authorized Users only.
- 5.2.2. **No Redistribution.** No portion of the MLS Content may be distributed, provided, or made accessible to any person, except as may be set forth in the MLS Rules or through an authorized MLS Content License Agreement.

5.3. TYPES AND SCOPE OF AVAILABLE CONTENT

Certain portions of the MLS database may be available for download by third parties licensed to receive it.

- 5.3.1. **Public Information.** Public Information means information that relates to the marketing and description of a property for sale, including the agent's public remarks and characteristics of the property's condition, location (with some exceptions), list price and status (active, pending, or sold), is considered "public" and may be made available electronically, such as in public websites, and in client reports.
- 5.3.2. **Confidential Fields.** Content in confidential fields is for the exclusive use of MLSListings Participants and subscribers and is only available for download by brokerages or third parties providing products or services to such Participants and subscribers. This includes, but is not limited to:
 - a) Expired, withdrawn, pending-do-not-show, or cancelled listings
 - b) Compensation offered to other MLS Participants
 - c) The type of listing agreement
 - d) Sellers' or occupants' names, phone numbers or email addresses where available

- e) Instructions or remarks intended for cooperating brokers only, such as those regarding the showing or security of the listed property

5.4. APPROVED USAGE MODELS

Certain standard usage models have been approved in general by the Board of Directors as necessary to assist MLSListings Participants and subscribers in their business. Individual Content usage models are reviewed and approved on a case-by-case basis. All applicants must agree to the terms and conditions of the MLS Content License Agreement. Additional models may be approved in the future, as required, by the MLSListings Board of Directors.

- 5.4.1. **Participant Broker/Brokerage Firm Uses.** This section describes approved uses for Participants and brokerage firms, whether executed in-house or outsourced to external technology providers. When using an outsourced provider, the Participant must also secure the provider’s agreement to MLSListings’ Data Use Policy and the MLS Rules using the required forms.

- 5.4.1.1. **Agent Tools and Internal Participant Broker Operations.** The MLS Compilation may be licensed to brokerage offices for the development of broker-branded agent tools and internal operational analysis. The Content is licensed only for access by Authorized Users, and it is incumbent on the Participant broker licensee to ensure that MLS Content is available only to Authorized Users. Approved uses may include, but are not limited to, the following:

- a) Branded agent tools that offer search, CMA, contact management, and automated email/prospecting functionality.
- b) Custom statistical reports for operational analysis, agent productivity, sales and inventory analysis, and market share reports.
- c) Off-market listing information used for the above internal functions is not limited to a specified number of years. All historical listings available may be used.

- 5.4.1.2. **Broker Websites.** The MLS Compilation may be licensed to brokerage offices for use on public websites as long as the Content display guidelines set forth herein are adhered to.

- a) **Public IDX Search and Listings Display.** Participant brokers may display listings of other Participants’ authorized (opted in) listings to the public as defined in the Internet Data Exchange (IDX) program for use on the Participant broker’s own public site. See Section 5.6 for specific requirements on the public display of MLS Content.
- b) **Private VOW Search and Listings Display.** Participant brokers may choose to operate a Virtual Office Website (VOW) through which additional information may be presented to registered consumers. See Appendix 2 for specific requirements for providing VOW access to consumers.
- c) **Automated Valuations on the Internet.** An automated valuation on the Internet allows a consumer to select one or more properties for which a system provides an estimated value based on a certain algorithm or calculation. An automated valuation that is available on the Participant’s public site cannot be referred to as a “CMA” or “Comparative Market Analysis” (a CMA is generated by a licensed professional). The term “estimated value” is acceptable.
 - o Sellers may opt out listings from this feature. See “Handling Seller Opt Outs” in Appendix 3 for details.

- d) **Terms of Use/Service.** A website displaying MLS Content must contain a Terms of Use/Service agreement incorporating substantially similar terms as described in Item #10 under Web Page Design in Appendix 1 for IDX, and Item #2 in Appendix 2 for VOW requirements.
- 5.4.1.3. **Statistical Information.** General statistical information that is generated by Participants using licensed MLS Content may be made available on public websites and in client materials, along with a written analysis/interpretation, if desired, to provide a marketing overview of real estate activity in the Participant broker’s service area.
 - a) Content posted publicly must be limited to activity only in the past three years.
 - b) The following disclaimer is required on all statistical postings: *“These statistics are generated using information from the MLSListings Inc. multiple listing service, but have not been verified and are not guaranteed. MLSListings Inc. disclaims any responsibility for the accuracy and reliability of these statistics. This information should not be relied upon for real estate transaction decisions.”*
- 5.4.1.4. **Content Distribution.** Participants may individually request that MLSListings assist in distributing their listings to third party websites with whom MLSListings has in place a standard Content License Agreement.
- 5.4.2. **Appraisal Firm Uses.** This section describes approved uses for appraisers and appraisal firms, whether executed in-house or outsourced to external technology providers. When using an outsourced provider, the appraiser participant must also secure the provider’s agreement to MLSListings’ Data Use Policy and the MLS Rules using the required forms.
 - 5.4.2.1. **Appraiser Tools and Internal Appraiser Operations.** The MLS Compilation may be licensed to appraisal offices for the development of appraiser tools. The Content is licensed only for access by Authorized Users, and it is incumbent on the appraiser licensee to ensure that MLS Content is available only to Authorized Users.
- 5.4.3. **Third Party Providers of Agent Tools.** MLSListings supports the use of products and services provided by approved vendors for use by MLSListings Participants and subscribers. In each case, MLSListings will determine the minimum Content scope required for each product or service and may restrict access to non-essential Content. Where possible, vendors must retrieve MLS Content on a listing-by-listing basis, rather than creating a duplicate database. MLS Content may only be provided to Authorized Users. Agents seeking to use third party products must obtain their Participant broker’s permission before they are authorized to receive the product. Proper documentation of Participant broker’s permission is required.
 - 5.4.3.1. **IDX Websites.** Participant brokers and agents are permitted to display selected listing information on their broker-branded websites within the Internet Data eXchange (IDX) program. See the MLS Rules (Section 12.16) and Appendix 1 of this document (Internet Display Guidelines) for further information
 - a) To be considered “broker-branded” a website must clearly be owned and operated by an Authorized User, with the Participant broker’s identification (“brand”) clearly displayed, and with the clear purpose of providing real estate brokerage services to prospective customers.
 - 5.4.3.2. **VOW Websites.** Participant brokers (and agents with broker’s permission) are permitted to provide listing information on their broker-branded websites within the Virtual Office Website (VOW) policies. See MLS Rules (Section 12.20) and Appendix 2 of this document (VOW Guidelines)

- a) To be considered a “VOW” website, strict registration requirements must be met, the Participant broker’s identification (“brand”) must be clearly displayed, and the site must demonstrate the clear purpose of providing real estate brokerage services to registered customers.
- 5.4.3.3. **Automated Notifications.** Automated notifications include email alerts as well as mailed correspondence in the form of neighborhood updates. Content provided in these reports must be limited to Public Information as defined in Section 5.3.1, and must follow the guidelines in Section 5.6.2 (“Guidelines for Automated Notifications”). Third party vendors are not authorized to include sold listings older than 6 months in automated notifications.
- 5.4.3.4. **Wireless Access.** Certain providers are allowed MLS access in order to allow MLSListings Authorized Users to access MLS Content via wireless devices. Data licensed for wireless access may be restricted. However, if sold listings are licensed as a part of the service, such listings may not be older than 6 months, and older Content must be removed from the vendor’s database. .
- 5.4.3.5. **CMA Programs.** Certain providers may be licensed to access MLS content for CMA products. CMA vendors are authorized to access active, pending, and sold listings. Sold listings may not be older than 6 months (from the Close of Escrow Date). Older listings must be removed from the vendor’s database.
- 5.4.3.6. **Agent/Office Productivity.** Certain providers may be licensed to access MLS Content on a listing-by-listing basis to populate personal or office software programs. Applications may include Transaction Management systems and Contact Management programs. Content may be restricted, depending on requirements.
- 5.4.3.7. **Statistical Reports.** Certain providers may be licensed to receive MLS Content for statistical analysis and reports to Participants or subscribers, or on behalf of MLS Participants or subscribers to their customers. A Statistical Analysis/Report involves a creative analysis of the MLS Content obtained from MLSListings and may not be limited to simply reproducing MLSListings’ published statistics in their entirety or in part, or in any form.
 - a) Statistical reports provided by third party licensees for MLSListings Authorized Users, whether mailed, emailed, displayed on the Internet, or otherwise distributed, must comply with the requirements of Section 5.6 below (“Content Display and Usage”) and are subject to the same disclaimer requirement as set forth in Section 5.4.1.3 above.
 - b) MLS Content available for statistical analysis is limited to a rolling 3-year time period. Listing information older than 3 years must be removed from Licensee’s systems and may not be used in any tangible form.
- 5.4.3.8. **Virtual Tours.** Certain providers may be licensed to receive MLS Content for the purpose of auto-populating virtual tours on behalf of the listing agent or listing broker. MLS Content is restricted to limited property information and agent/broker contact information.
- 5.4.4. **Other Usage.**
 - 5.4.4.1. **Advertising Solutions.** MLSListings may approve additional vendors to provide advertising services on behalf of MLS subscribers. In these cases, Participant brokers must proactively sign up with the individual provider to elect to have their listings available for these services. The services could include: public websites (such as newspaper or “magazine” sites, mailing services (such as “Just Listed” postcards), etc. Fields may be limited for these accounts.

5.4.4.2. **MLSListings’ Published Statistics.** The use of MLSListings’ published aggregated statistics, which are the intellectual property of MLSListings, will be permitted as follows. No other use of these statistics is permitted.

- a) May be copied and displayed on an individual Authorized User’s website, with copyright attribution to MLSListings (see Appendix 3, Section 1.d, for samples). (Vendors with an MLS Content License may assist in this.)
- b) May be used in email correspondence in one-on-one dealings with clients (as described in Section 5.6), with copyright attribution to MLSListings (see Appendix 3, Section 1.d, for samples).
- c) Must be limited to the following fields: city/area reported, period reported, number of new listings in the period, current inventory, number of closed sales in the period, average sale price and median price.
- d) May NOT be included as part of a product or service intended for resale or for profit, unless an approved MLS Licensing Contract is executed and the corresponding fees paid.

5.5. ONLY APPROVED USAGE MODELS ALLOWED

Only usage models approved by the MLSListings Board of Directors from time to time are allowed. All uses of MLS Content not specifically authorized in this document are expressly prohibited.

5.6. CONTENT DISPLAY AND USAGE

5.6.1. **General Policies for Public or Client Use of MLS Content.** The following policies apply to all materials, whether electronic, faxed, printed, broadcast (e.g., television, podcasts, radio, etc.) or provided through any other delivery method, where MLS Content is being used for public or client use. Materials that fall into this category include, but are not limited to, website detail pages, client reports, automated email distributions and flyers.

- a) Active and Pending listings of other Participants may not be advertised without permission.
 - Authorized IDX websites are considered to have permission to display participating brokers’ listings, per the MLS Rules, Section 12.16.
 - If there is any question, the MLSListings Compliance Department will make the final determination about what activities might be considered as “advertising.”
- b) Active and Pending listings of other Participants may be provided to customers/ clients in the course of transacting real estate sales.
 - Listing information provided to customers or clients using any format or method must clearly state the Listing Agent name and Listing Office name for active/pending listings.
- c) MLS photos for Active and Pending listings may be used on authorized websites and in printed materials when used in conjunction with the listing.
- d) Sold listings may be displayed on websites and included in flyers and neighborhood updates, with restrictions. See MLS Rules, Sections 12.7 and 12.15.5 and Appendix 1 for more details.
 - Sold listings may use only the primary “front” image.
 - Virtual tours may not be displayed on Sold listings.

- e) The IDX program is for websites only and permissions do not extend to any other electronic uses or printed materials.
- f) VOW websites are not considered advertising and therefore are not subject to opt out, except that a Seller may designate that his/her individual listing be withheld from all Internet display.
- g) Confidential fields may never be displayed.
- h) Sellers may opt out listings from certain Internet features, and data Licensees are required to honor these opt outs. See “Handling Seller Opt Outs” in Appendix 3 for details.
- i) MLSListings’ copyright notice and reliability disclaimer must appear where the MLS Content is displayed. See Appendix 3 for language to be used.

5.6.2. Guidelines for Automated Notifications:

If automated searches, email notifications or mailings are provided to consumers, and they include MLS Content, the following restrictions apply:

- a) Automated searches and notifications must be limited by at least one search parameter (e.g., city/area searched, price range, etc.) so that at any given time, the client is only receiving a subset of MLS Content.
- b) Access by consumers may be granted only for a limited duration, with such duration being controlled or controllable by MLSListings Participants/ subscribers and which is not to exceed 120 days without re-activation or extension by MLSListings Participant/subscriber.
- c) If virtual tour links are included in email notifications to clients, only unbranded tour links may be used. (Unbranded tour links include listing agent name and listing office name in text, with no contact information, logos or other “branding.”)
- d) The following statuses may not be included in automated notifications, except to Authorized Users: expired (status 6), cancelled (status 7), withdrawn (status 8), or pending/do not show (status 4) listings.

5.6.3. Rules for Use of MLS Content on the Internet (aka IDX and VOW). Please refer to Appendices 1, 2 and 3 for MLS Rules, policies and guidelines for displaying MLS Content on websites and for broker-approved agent websites.

6. SECURITY OF MLS CONTENT

6.1. REPRODUCTION AND STORAGE OF MLS CONTENT

- 6.1.1 MLSListings requires a written Content License Agreement that strictly limits any reproduction and storage of MLS Content and provides that Content Licensee may not sublicense, sell, transfer, distribute, publish, loan, lease, exchange, store or give, or provide access to, the Licensed Content to anyone, including, without limitation, any parent, subsidiaries, affiliated entities or contractors of licensee except as expressly authorized in writing by MLSListings. Licensee may not process or combine or permit to be processed or combined, the Licensed Content or any portion thereof, with any other data or information, except as expressly authorized in writing by MLSListings.
- 6.1.1 Unless authorized otherwise, Content recipients are requested to retrieve listings on an individual basis as needed rather than downloading bulk content that is stored locally.

6.2. SECURITY REQUIREMENTS FOR CONTENT LICENSEES

All Content Licensees are required to comply with all applicable federal and state laws and apply industry-standard practices around preventing unauthorized access to MLS Content and implementing reasonable data security measures, but in no event less than standard duty of care and the standards applied to safekeeping of its own information. Other than as necessary to perform its rights and obligations under the MLS Content License Agreement, Content Licensee may not use or disclose the Licensed Content without the prior consent of MLSListings.

- 6.2.1. **Content Security.** Content Licensees are responsible for the security of the MLS Content, their system IDs and their access credentials, and they shall not give or allow use of or make available their access credentials to any unauthorized person.
 - 6.2.1.1. Password policies must comply with the latest MLSListings standards.
 - 6.2.1.2. As MLSListings security requirements are enhanced, such as with TFA or strong authentication requirements (see 6.3.2 below), Licensee may be required to meet the same or similar security measures.
 - 6.2.1.3. See Appendix 2, Section 5(d) for additional requirements for VOW operators.
- 6.2.2. **Security Breach Notifications.** In the event a security breach of Content Licensee’s computerized system containing Licensed Content results in access or use by an unauthorized third party, Content Licensee shall notify the Legal Department of MLSListings by confirmed email or confirmed telephone communication within twenty-four (24) hours of its discovery by Content Licensee. Content Licensee shall also take all reasonable steps, in accordance with commercially reasonable security practices, to protect the security and privacy of the Licensed Content from unauthorized access, use or disclosure.
- 6.2.3. **Appropriate Legal End User Agreements.** In addition to the Terms of Use/Service agreement, a proper legal end user agreement, in the form substantially similar to that provided by MLSListings, is required. These agreements must reinforce the MLS Rules and authorized uses of Content provided by the Content Licensee for use by the MLSListings Participants and subscribers.

6.3. MLSLISTINGS SECURITY MEASURES

- 6.3.1. **Seeding and Watermarking.** The MLS Content may be Seeded, Watermarked and monitored by MLSListings. “Seeding” is a method by which MLSListings may code the Content such that its access, use and integration can be monitored. A “Watermark” is an identification code permanently embedded into digital data, digital signal or pattern carrying information about the copyright owner, the creator of the work, authorized consumers and other pertinent information.
- 6.3.2. **Security Standards.** It is MLSListings’ plan to implement the most current industry security standards for all access to MLS Content, including Two-Factor Authentication (“TFA”). TFA is any authentication protocol that requires two independent ways to establish identity and privileges, compared with traditional password authentication, which requires only one factor (a password) in order to gain access to a system.
- 6.3.3. **Integrity/Security.** MLSListings takes reasonable steps to ensure accuracy of the Content, such as using reputable sources of data and cross-referencing against multiple sources, providing consumer access to the Content, and destroying untimely data or converting it to anonymous form. MLSListings safeguards against loss and unauthorized access, destruction, use, or disclosure of the Content, via such means as limits on internal access to data, encryption in transmission and storage of data; use of passwords; and storage of the Content on secure servers.

6.4. FAIR INFORMATION PRACTICE PRINCIPLES

Government agencies are interested in how companies collect and use personal information (your Privacy Policy), and in the safeguards required to assure fair and adequate privacy protection. MLSListings has adopted and implemented the following widely-accepted principles concerning fair information practices and encourages all Content Licensees to subscribe to the same. (See applicable Federal Trade Commission’s website for more information.)

- 6.4.1. **Notice/Awareness.** Consumers should be given notice of an entity’s information practices before any personal information is collected from them so they can make an informed decision what to disclose.
- 6.4.2. **Choice/Consent.** “Choice” means giving consumers options about how their personal information may be used, especially for secondary uses beyond those needed to complete the current transaction (such as the company’s mailing list for marketing additional products/services, or transferring information to third parties). Choice can be opt-in or opt-out, but should be a simple, accessible way for consumers to exercise choice.
- 6.4.3. **Access/Participation.** Access refers to an individual’s ability both to access data about himself and to contest that data’s accuracy. Access should be timely, simple and inexpensive, with a mechanism for making corrections and filing objections.
- 6.4.4. **Enforcement/Redress.** Although multiple government entities are reviewing legislation to enforce privacy practices, compliance is currently self-regulated. A self-regulatory system should provide a means to investigate complaints from consumers, ensure that consumers know how to access such a system, and provide a remedy for the violation.

7. CONTENT LICENSE FEES AND REPORTING

7.1. SERVICE FEES AND CHARGES

Licensees pay set-up, licensing and customer fees as set forth in the Content License Agreement. The fees may be paid by a credit card or via alternative methods with approval of MLSListings. MLSListings takes all necessary measures for secure transaction processing.

7.2. REPORTING REQUIREMENTS

- 7.2.1. **User Status Reports.** Reports to verify current Content Licensee’s customers and products are required on a quarterly basis. The information contained on these reports should include agent name, agent DRE number, broker of record (Participant broker), product(s) used, months of service, and any additional fields as may be specified from time to time.
- 7.2.2. **Broker Reports.** Upon request, MLSListings will provide Participants with reports on what products are being used by their agents. These reports will be compiled based upon the User Status Reports provided by Content Licensees.
- 7.2.3. **Audit Rights.** MLSListings may audit Content Licensee’s business records regarding its payment obligations. Content Licensee must cooperate in supplying the records requested and provide additional records and other relevant information.

7.3. ACCURATE CONTACT INFORMATION REQUIRED.

It is incumbent on the Content Licensees to ensure that MLSListings has their current technical and administrative contact information on file. This information is for use by MLSListings staff to communicate with Content Licensees about technical issues (such as database changes or maintenance downtimes), or administrative issues (such as compliance or billing).

8. PENALTIES AND DAMAGES

8.1. VIOLATIONS

Content Licensees may not use the MLS Compilation or the Content for any purpose or in any manner that infringes on any third parties' Intellectual Property Rights or violates any federal or state law, statute, ordinance or regulation, including, without limitation, the Real Estate Settlement Procedures Act and laws governing unfair competition, unfair and deceptive practices, anti-discrimination and false advertising. Content Licensees are responsible for any misuse of Confidential Information by their officers, directors, agents, employees or representatives.

8.2. PENALTIES.

The Content License Agreement provides for severe penalties for violation of provisions regarding the use and display of the Licensed Content including suspension of the license and liquidated damages.

8.3. GROUNDS FOR TERMINATION AND SANCTIONS

MLSListings may suspend or immediately terminate provision of Content pending investigation of any evidence or allegation that a Content Licensee has breached the terms and conditions of the Content License Agreement, this Data Use Policy, the MLS Rules, or any governmental rules, regulations or statutes, and that such breach may interfere with the performance of the Content License Agreement.

9. CHANGES IN RULES AND REGULATIONS

9.1. CHANGES TO THE MLS RULES AND REGULATIONS

The Board of Directors may amend the MLS Rules from time to time. Changes may also be mandated by the National Association of REALTORS® and, in such case, do not require Board of Directors approval, but may be automatically incorporated into the MLS Rules. In all cases, the MLS Rules, in the event of conflicting policies, shall be the ruling authority over this Data Use Policy.

9.2. NOTIFICATION OF CHANGES

MLSListings will make every reasonable effort to communicate to Content Licensee in advance regarding any change in the Data Use Policy, the MLS Rules, or any other policies or requirements affecting the display of MLS content, to the extent that MLSListings has advance notice of the change. Notifications of change are effectuated by amending the respective information on MLSListings' website and may be distributed via email to Content Licensee's technical and administrative contacts on file with MLSListings. It is the responsibility of the Content Licensee to ensure that MLSListings has current email information on file at all times.

9.3. NO LIABILITY

In no case will MLSListings be liable to any third party licensee for any costs incurred or revenues lost as a result of changes required to comply with the current MLS Rules or Data Use Policy.

10. LEGAL NOTICES

10.1. VOW Rules are subject to modification under the Final Judgment entered in U.S. v. National Association of REALTORS, Civil Action No. 05 C 5140

10.2. Any recommendations contained herein are not intended as and do not constitute legal advice.

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 <http://www.reil.com/ble/RequesttoWithholdIndividualListing.pdf> 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 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.
 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



APPENDIX 4: SAMPLES

1.SAMPLE IDX DETAIL PAGE

Listing Detail Display
(“Body of the Listing” outlined in red)

379 MAHILA DR
SAN JOSE, CA 95119



[view all photos \(3\)](#)

Great opportunity Affordable price*1,598sqft living space*Mature fruit trees!Room for RV*Quiet family neighborhood*Well maintained lawns, back & front*Aprox.7405 sqft lot!

4 Bedrooms
2 Bathrooms
1,598 Est. Sq. Ft.

Listing # 757663

\$599,000

Seller's Representative:
Clinton W Gaver
Axiom Realty & Mortgage



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Image courtesy of iHomefinder

2. SAMPLE IDX SEARCH RESULTS PAGE

Displaying IDX Search Results











	<p><u>296 BROMLEY CROSS DR, SAN JOSE, CA 95119</u></p> <p>\$559,500 4 Bedrooms 2 Bathrooms 1,308 Est. Sq. Ft.</p>	<p>Photo Tour (9)</p>	<p><u>SAVE</u></p> <p> Listing # 787059</p>
	<p><u>6697 SAN ANSELMO WY, SAN JOSE, CA 95119</u></p> <p>\$559,000 4 Bedrooms 2 Bathrooms 1,790 Est. Sq. Ft.</p>	<p>Photo Tour (3)</p>	<p><u>SAVE</u></p> <p> Listing # 777518</p>
	<p><u>230 MARTINIVALE LN, SAN JOSE, CA 95119</u></p> <p>\$546,800 5 Bedrooms 2 Bathrooms 1,468 Est. Sq. Ft.</p>	<p>Photo Tour (5)</p>	<p><u>SAVE</u></p> <p> Listing # 773641</p>
	<p><u>6546 PEMBA DR, SAN JOSE, CA 95119</u></p> <p>\$535,000 4 Bedrooms 2 Bathrooms 1,769 Est. Sq. Ft.</p>	<p>Photo Tour (9)</p>	<p><u>SAVE</u></p> <p> Listing # 745307</p>
	<p><u>261 EL PORTAL WY, SAN JOSE, CA 95119</u></p> <p>\$530,000 3 Bedrooms 2 Bathrooms 1,158 Est. Sq. Ft.</p>		<p><u>SAVE</u></p> <p> Listing # 773807</p>

Image courtesy of iHomefinder

3. SAMPLE NEIGHBORHOOD FLYER

Broker Branding Here

**Call Robert Bustamante today at 408-847-0208 for Active listings in your area.
Or visit my web site at WWW.SOLDHOMES.COM**

SOLD Homes in Your Area

Address	Bed / Bath	SQ. FT.	Sold Price
6974 EL MARCERO CT	4/2	1232	\$619,500
338 VINEYARD DR	3/2	1421	\$741,500
261 ARBOR VALLEY DR	3/2	1325	\$625,000
6862 AINTREE DR	3/2	1124	\$750,000
6412 RIZAL CT	4/2	1369	\$699,000
244 CRESTA VISTA WY	4/2	1478	\$719,000

**Call Robert Bustamante today to find out more about available properties
that you can afford! He is the Results Man!**

408-874-0208 Cell: 408-867-5309 Fax 408-555-1212
Call today and get a free CMA with your needs evaluation!

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

APPENDIX 5: CHANGE LOG

Date	Author	Version	Section	Change Reference
3/31/08	BZ	2.1	5.4.4.2/c	Added clarification on use of published stats
			5.7.1c	Added clarification about unbranded tours
			Appendix 1	From MLS Rules change/s; added item #3 under Web Page Design
			Appendix 1	Added clarification on fields, Item 2e
			Appendix 1	From MLS Rules change/s; added Item 3(b) under Prohibitions
			Appendix 2	From MLS Rules change/s; added “False or Misleading Advertising/Representations; True Picture Standard of Conduct. (12.10)” text; Item 2b has updated frequency requirement..
			Throughout	Misc. grammatical, wording and type corrections were made that did not change intent
Dec. 2008	BZ	3.0	Throughout	Updated document to include references to VOW websites, rules and practices based on NAR guidelines
			5.3.2	Added “pending-do-not-show” to list of confidential statuses
			5.6.1(d)	Added restriction on display of virtual tour links on Sold properties
			5.6.2(b)	Extended password expiration requirement from 90 days to 120 days.
Jun. 09	BZ	3.1	Appendix 1 Appendix 2 Appendix 3; Throughout Appendix 3 Appendix 3; Throughout 6.2.1.2 & 6.3.2 5.4.1.2(d)	Added Item #3 under “Prohibitions” restricting number of listings permitted in any single return of results New VOW guidelines (old Appendix 2 became Appendix 3) Added definition of “Participant” in App. 3, and updated terminology throughout document Expanded definition of “Client or Customer;” removed reprint of IDX Rules and referred back to MLS Rules for reference; added Item #1(b) under “Disclosures” requiring display of website operator identity. Include references for how to handle Seller Opt Outs for VOWs, IDX and syndication websites. Requirements for Licensees to comply with strong auth. security, if required by MLSListings Remove reference requiring a link to MLSListings’ TOS.