

NORTHERN ARIZONA ASSOCIATION OF REALTORS®

Multiple Listings Service

IDX DATA ACCESS AGREEMENT

NAAR MLS
1515 E Cedar Ave. Suite #C4
Flagstaff, AZ 86004
928-779-4303
nazrealtor.com

BROKER DATA ACCESS AGREEMENT

This **AGREEMENT** is made and entered into by Northern Arizona Association of REALTORS® (NAAR) and the real estate firm whose name and contact information appear on the signature page of this Agreement designated “Firm Information and Signature” (the “**Firm**”), and the companies/individuals, if any, whose names and contact information appear on the signature pages of this Agreement designated “Consultant Information and Signature” and who fall within the definition of “Consultant” set forth in Section 1. (collectively, “**Consultants**”).

RECITALS

Whereas, Firm wishes to obtain, and NAAR MLS wishes to provide, data for Firm’s website, or for other use including the listing data of other real estate brokerages.

Whereas, Firm may wish to engage Consultants, i.e., other companies or individuals who are not employees of Firm, to perform data downloading, manipulation, and formatting, as well as programming and Internet web-site design services and who will assist Firm in obtaining permitted data from NAAR MLS.

Whereas, any and every Consultant wishes to provide such services in accordance with this Agreement.

Now therefore, for consideration receipt whereof is hereby acknowledged, the parties agree as follows:

1.0 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below.

Multiple Listing Service Database or MLS Data: The current aggregate compilation of all active listings of real estate for sale, real estate previously sold or real estate previously listed of all MLS. The MLS Data is the Proprietary Property of Northern Arizona Association of REALTORS® MLS.

Consultants: other companies or individuals who are not employees of Firm, who perform data downloading, manipulation, and formatting, as well as programming and Internet web-site design services, and who are retained by Firm to assist it in accessing and employing MLS Data as herein provided.

Multiple Listing Service: A means for collecting and disseminating information about real property that is or has been for sale, including a means for real estate brokers to make offers of cooperation and compensation to each other. Multiple Listing Services may also include, without limitation, the provision of data processing, technical support, consulting, and other information technology services to real estate brokers and appraisers in connection with the sale and appraisal of real property. Multiple Listing Service shall however include only such of these services as NAMLs from time to time provides to Participants.

Rules: The rules and regulations of NAAR MLS, as amended, at the sole discretion of NAMLs, from time to time with notice to Firm, and any operating policies which are promulgated and amended by NAMLs at its sole discretion, from time to time with notice to Firm.

Participant: Any REALTOR® Principal who is an active member of the Northern Arizona Association of REALTORS® or any other Association of REALTORS® without any further qualification except payment of required dues and fees and agreement to abide by the Bylaws and the Rules & Regulations of the Service.

Participant Data: Data relating to real estate for sale, previously sold or listed for sale, and data relating to Participants, entered into the MLS System by Participants. The compilation of the Participant Data is the Proprietary Property of NAAR MLS.

Proprietary Property: As defined in Section 6.0.

2. NAMLS OBLIGATIONS

- 2.1 During the term of this Agreement, NAMLS grants to Firm and its Consultants a limited, non-transferable and non-exclusive license to:
- (a) Access MLS Data as herein provided for use in accordance herewith;
 - (b) Make copies of the MLS data to the extent necessary to use the data for authorized purposes under the MLS Rules.
- 2.2 During the term of this Agreement, NAMLS agrees to provide to Firm and its Consultants:
- (a) Access to the MLS Data under the same terms and conditions NAMLS offers to other users.
 - (b) Minimum seven (7) days' advance notice of changes to the software file and record formats in which the substantive MLS Data is to be stored for access under this Agreement; and
 - (c) Minimum seven (7) days' advance notice of enforcement on changes to the Rules.

3.0 FIRM'S OBLIGATIONS

- 3.1 Firm shall comply with the Rules and this Agreement at all times and shall timely pay all fees established in accordance with the Rules.
- 3.2 Firm acknowledges and agrees that NAAR MLS exclusively possesses as NAAR MLS' Proprietary Property the compilation of the Participant Data and owns exclusively any and all copyrights and all other rights with respect thereto and that such Proprietary Property shall be governed by Section 6.0.
- 3.3 If NAAR MLS notifies Firm of a breach by Firm of the Rules or this Agreement and Firm does not immediately cure such breach, Firm agrees that NAMLS may notify any or more of Firm's Consultant's of such breach and that such Consultant shall take immediate action at Firm's expense to cure such breach.
- 3.4 Firm shall provide NAMLS with five (5) business days advance notice of any change to the information relating to Firm on the Firm Information and Signature page below.

4.0 CONSULTANT'S OBLIGATIONS

- 4.1** Each Consultant shall comply with the Rules and this Agreement at all times.
- 4.2** Each Consultant acknowledges and agrees that NAMLS exclusively possesses, as NAMLS' Proprietary Property, the compilation of Participant Data and owns exclusively any and all copyrights and all other rights with respect thereto and that such Proprietary Property shall be governed by Section 6.0.
- 4.3** If NAMLS contacts any Consultant to cure any breach by Firm or such Consultant that is within such Consultant's control, such Consultant hereby agrees to act immediately and cure such breach.
- 4.4** Each Consultant shall provide NAMLS with five (5) business days advance notice of any change to the information relating to it on the Consultant Information and Signature page below.

5.0 TERM AND TERMINATION

- 5.1** The term of this Agreement begins on the "Effective Date" set forth on the "NAMLS Information and Signature Page" below. NAMLS has the right at any time and in its sole discretion without advance notice of any kind to terminate this Agreement.
- 5.2** Firm may terminate this Agreement by notice to NAMLS and each Consultant.
- 5.3** This Agreement shall automatically Terminate upon the termination of Firm's privileges as a Participant in NAMLS.

6.0 PROPRIETARY PROPERTY

- 6.1** NAMLS retains title to the compilation of Participant Data including without limitation all MLS Data, and further including, without limitation, all copies and audiovisual and computer graphic aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto (the "Proprietary Property"). No Consultant shall by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Proprietary Property, all of which shall be the sole and exclusive property of NAMLS MLS. Any right not expressly granted to Firm or a Consultant by this Agreement is hereby expressly reserved by NAMLS and shall be deemed to be part of its Proprietary Property.
- 6.2** Firm and any and each Consultant agree that during the term hereof and at all times hereafter, and except as specifically permitted herein or in a separate writing signed by the NAMLS MLS, neither Firm nor any and each such Consultant shall commercialize, transfer, or disclose any portion of the Proprietary Property to any person or entity, except during the term of this Agreement to its own employees having a "need to know" (and who themselves are bound by similar nondisclosure restrictions, of which NAMLS MLS shall be deemed to be a third party beneficiary). Firm and any and each Consultant shall use the same degree of care in safeguarding the Proprietary Property as Firm and such Consultant uses in safeguarding its own confidential information and proprietary property. Firm shall use its reasonable best efforts to cooperate with and

assist NAMLS in identifying and preventing any unauthorized use, copying or disclosure of the MLS Data or any portion thereof.

7.0 INDEMNIFICATION OF NAMLS

7.1 Firm will, at its own expense, indemnify, promptly reimburse NAMLS for the defense of, and hold NAMLS and its affiliates, directors, officers, employees, agents and contractors, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs and expenses (including attorneys' fees): (i) arising out of injury or death to persons, or damage to property, or any other claim, resulting from or pertaining to the access to and use of MLS Data and whether or not occasioned by the negligence or misconduct of Firm or any Consultant; or arising out of any breach by Firm or any Consultant of this Agreement.

8.0 LIMITED WARRANTY

8.1 NAMLS warrants to Firm that it owns or otherwise has rights in the MLS Data and has the right to license the MLS Data as described in this Agreement.

8.2 NAMLS MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ABILITY TO ACCESS OR INTEGRATE BE DATA.

8.3 THE WARRANTY SET FORTH IN SECTION 8.1 IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY NAMLS. NAMLS MAKES NO WARRANTY TO ANY CONSULTANT. NAMLS EXPRESSLY DISCLAIMS, AND FIRM HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OF THE MLS DATA, INFORMATIONAL CONTENT OF THE MLS DATA OR PARTICIPANT DATA, OR FITNESS OF THE DATA FOR FIRM'S PURPOSE OR SYSTEM INTEGRATION. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH ENJOYMENT OF THE MLS DATA, OR AGAINST INFRINGEMENT OF PROPRIETARY RIGHTS OF ANOTHER. NAMLS MLS DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT ACCESS TO MLS DATA AND/OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ACCESS PROBLEMS, IF ANY, WILL BE CORRECTED BY IT OR BE CORRECTABLE. FIRM SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE, EFFICIENCY AND SUITABILITY OF ANY CONSULTANT AND NAMLS MLS SHALL HAVE NO LIABILITY THEREFOR.

9.0 LIMITATION OF LIABILITY

9.1 IN NO EVENT SHALL NAMLS BE LIABLE TO ANY CONSULTANT HEREUNDER FOR ANY REASON INCLUDING WITHOUT LIMITATION ANY INTERNAL OR NEGLIGENT ACT OF NAMLS MLS. IN NO EVENT SHALL NAMLS MLS BE LIABLE TO FIRM FOR ANY DAMAGES RESULTING FROM OR RELATED TO FIRM'S ATTEMPTS TO ACCESS BE DATA, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OF ANY SORT. NAMLS MLS SHALL HAVE NO LIABILITY, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE AGGREGATE LIABILITY OF NAMLS MLS FOR ANY REASON AND UPON ANY CAUSE OF ACTION OR CLAIM, SHALL BE LIMITED TO THE AMOUNT, IF ANY, PAID TO NAMLS MLS BY FIRM UNDER THIS AGREEMENT.

FIRM'S ONLY OTHER REMEDY SHALL BE TERMINATION OF THIS AGREEMENT. THE LIMITATIONS OF THIS SECTION APPLY TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS.

10. REMEDIES

10.1 Firm and any and each Consultant each acknowledge that violation by it of the provisions of Section 6.0 or the Rules would cause immediate irreparable harm to NAMLs MLS for which there would be no adequate remedy at law, including, without limitation, compensable monetary damages. In addition to any other relief, it is agreed that an immediate temporary and preliminary injunction, as well as a permanent injunction, shall be available, without necessity of a hearing or the posting of a bond, to prevent any actual or threatened violation of such provisions and that FIRM shall be liable for all attorney's fees and other costs incurred by NAMLs MLS in obtaining such injunctive relief.

11.0 All notices to be given under this Agreement shall be mailed by first class U.S. Mail, or sent via facsimile transmission, or, sent via e-mail with a hard copy sent by first class U.S. Mail to the parties at their respective addresses set forth below or such other address of which any party may advise the others in writing during the term of this Agreement. Notices shall be effective only upon actual receipt. Notices to NAMLs shall be sent to:

Northern Arizona Association of REALTORS®, Inc.
1515 E Cedar Avenue
Suite #C4
Flagstaff, AZ 86004

Attn: Judy Jackson, Executive Officer
Fax: 928-779-4303
EO: E-mail: judyj@nazrealtor.com

Notices to Firm or any and each Consultant shall be addressed per the information provided on the applicable signature page.

11.1 This Agreement and the Rules contains the full and complete understanding of the parties regarding the subject matter of this Agreement and supersedes all prior representations and understandings whether oral or written. The Rules are expressly incorporated into this Agreement by reference.

Firm Information and Signature

This agreement will be used for: IDX { } VOW { } Firm Internal Use { }

Firm Name: _____

Firm MLS ID: _____

MLS Participant-Broker Name: _____

Broker MLS ID: _____

E-mail address:

(You **must** supply a valid e-mail address here. This address will be part of NAMLSS principal means of communicating with you for notices under this Agreement.)

Firm Street Address:

Firm City, ST, ZIP:

Firm Phone: _____ Fax: _____

Entered into on behalf of Firm by the undersigned duly authorized agent.

Signature

Print Name

Title

Date

Agent Information and Signature

Agent Name: _____

Agent MLS ID: _____

MLS Participant-Broker Name: _____

Broker MLS ID: _____

E-mail address:

Firm Street Address:

Firm City, ST, ZIP:

Firm Phone: _____

Signature

Print Name

Date: _____

Consultant Information and Signature

NOTE TO FIRM: Reproduce this page for each individual/company to whom you intend to provide access to the MLS Data under this Agreement.

NOTE TO CONSULTANT: You must complete a Data Access Agreement with NAMLs for every real estate broker to which you provide services. If you sign only one and that Firm's access to the MLS Data is terminated, all your data feeds will be terminated with it.

Consultant (company or individual) Name:

E-mail address (required):

Consultant Street Address:

Consultant City, ST, ZIP:

Phone: _____

IP Address that will used to access Server: _____

Entered into on behalf of Consultant by the undersigned duly authorized agent

Signature

Date

Print Name

Title

Consultant Fees:

One time Set-up Fee: \$150.00

Yearly Fee: \$350.00

NOTE TO CONSULTANT: You must complete a Data Access Agreement with NAMLs for every real estate broker to which you provide services. If you sign only one and that Firm's access to the MLS Data is terminated, all your data feeds will be terminated with it

NAMLS Information and Signature

NAMLS

By _____
Signature Title

Print Name

Effective Date

This section is for NAMLS use only. NAMLS will fill out the information in after signing this Agreement. NAMLS will then return a copy of this Agreement to Firm and each Consultant. The contents of this section are Proprietary Property under this Agreement and included in the limited license granted by this Agreement.

RETS URL: _____

RETS User ID: _____

RETS Password: _____

Consultants Approved: _____

Consultant(s) Name(s): _____

Listing Office ID: _____

Listing Office Name: _____

Broker or Contact Person: _____

APPENDIX A: MLS IDX RULES

All capitalized terms carry the same definitions given in the MLS IDX Master Data License Agreement.

1. IDX DATA USAGE

IDX or Broker Reciprocity is defined as a cooperative program where the Member Participant grants permission to display their listings on the websites of other Member Participants, and receives the same permissions in return. The use of MLS Data for IDX grants MLS participants the ability to authorize limited electronic display and delivery of their listings by other participants via the following authorized mediums under the participant's control: websites, mobile apps, and audio devices. As used throughout these rules, "display" includes "delivery" of such listings. Electronic display subject to these IDX Rules means displays on public websites and displays using applications for mobile devices that the Member Participant controls. In order to use MLS Data a Member Participant must be actively engaged in listing properties for sale and/or assisting and negotiating on behalf of buyers or sellers in real estate transactions.

2. CONSENT TO IDX DISPLAY

The Member Participant's consent for display of their listings by other Member Participants may be presumed unless a Member Participant affirmatively notifies MLS or their MLS that they refuse to permit display on a listing-by-listing basis or a Member Participant affirmatively notifies MLS or their MLS that they refuse to permit display on a blanket basis. An MLS may require a Member Participant to affirmatively Opt-In their listings on a listing-by-listing basis to consent for display of their listings by other Member Participants. Any Member Participant may at any time, by written notice to MLS, request that no data from their listings be included in MLS Data for IDX and an IDX Opt-Out Form may be required. Within ten (10) Business Days after receipt of such notice, MLS shall discontinue including any data from the Member Participant's listings in the MLS Data for IDX.

3. PARTICIPATION

Participation in IDX is available to all Member Participants who are authorized by their applicable MLS's Governing Documents and who consent to the display of their listings by other Member Participants.

4. NOTICE OF INTENT

Each Member Participant must notify MLS or their applicable MLS of their intention to establish a website, an application, or provide services involving the use and/or display of MLS Data, and must give MLS direct access for purposes of monitoring and ensuring compliance with applicable policies and license agreements, including these IDX Rules.

5. USE OF MLS DATA

Member Participants may not use IDX provided listings for any purpose other than display as provided for in these IDX Rules. This does not require the Member Participant to prevent indexing of listings by recognized search engines. Member Participants and Subscribers may not use MLS Content which was originally submitted by another Member Participant or other sources authorized by the listing's Member Participant, for the purpose of creating a referral prospect to a different Member Participant, or for creating a buyer/tenant relationships with Member Participant's clients. Please note this rule does not apply where prohibited by local legal requirements, specifically in Washington.

6. CONTROL AND BRANDING

Any IDX display must be under the actual and apparent control of a single Member Participant who has executed a MLS IDX Master Data License Agreement. Actual control means that the Member Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Member Participant final control over the operations of the website. Additionally, “actual control” means the ability to add, delete, modify and update information as required by MLS and their applicable MLS’s Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Member Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Member Participant’s branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Member Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.

7. WITHHOLDING PROPERTY ADDRESS FROM DISPLAY

Listings, including property addresses, can be included in displays of MLS Data except where a seller has directed their Member Participant to withhold their listing or the listing’s property address from all public display on the Internet (including, but not limited to, publicly- accessible websites or VOWs) or other electronic forms of display or distribution.

8. SELLER WITHHOLDING IDX LISTING FROM DISPLAY

A Member Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet or other electronic forms of display or distribution shall cause the seller to execute a document that includes such a provision, in accordance with their applicable MLS Governing Documents.

9. CRITERIA FOR IDX DISPLAY

Member Participants may select the listings they choose to display through IDX based solely on objective criteria, including but not limited to factors such as geography or location, list price, type of property, cooperative compensation offered, type of listing or the level of service being provided by the listing Member Participant. Selection of listings displayed through IDX must be independently made by each Member Participant. If the Member Participant chooses to limit the display of any listings based on objective criteria, the Member Participant’s IDX site must include a disclosure to consumers that clearly states “Some IDX listings have been excluded from this website.”

10. CONTROL AND BRANDING

Any IDX display must be under the actual and apparent control of a single Member Participant who has executed a MLS IDX Master Data License Agreement. Actual control means that the Member Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Member Participant final control over the operations of the website. Additionally, “actual control” means the ability to add, delete, modify and update information as required by MLS and their applicable MLS’s Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Member Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Member Participant’s branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Member Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.

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13. CRITERIA FOR IDX DISPLAY

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14. CRITERIA FOR THUMBNAIL DISPLAY

"Thumbnail" refers to a summary of listing information containing no more than five selection criteria describing the property (e.g. address, bedrooms, baths, square footage, and list price). Any search result identifying another Member Participant's listing in a thumbnail format may not include contact information or branding of the Member Participant's IDX site, or brokerage.

15. REFRESH OF MLS DATA DOWNLOADS

Each Member Participant must refresh all MLS Data downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours to include new data and exclude data that has been removed from the MLS Data.

16. SHARING OF MLS DATA COMPILATION

Sharing of the MLS Data compilation with any third party not authorized by MLS is prohibited.

17. IDENTIFYING MEMBER PARTICIPANT'S BROKERAGE FIRM

All IDX displays must be under the actual and apparent control of a Member Participant and must clearly identify the name of the brokerage firm under which the Member Participant operates in a readily visible color and typeface. Displays of minimum information (e.g. a one-line or "thumbnail," text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

18. LOCATION OF CONTACT INFORMATION

All IDX displays of another Member Participant's listings may not include in the body of the listing any contact information or branding of the Member Participant operating the IDX site, or any third party. The body of the listing is defined as the rectangular space the borders of which are delimited by the utmost extent in each direction of the listing text and photo data.

19. THIRD PARTY COMMENTS AND AUTOMATED VALUE ESTIMATES

Any IDX display controlled by a Member Participant that (a) 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 (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate); in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by the Member Participant. Except for the foregoing and subject to the section below, a Member Participant's IDX display may communicate the Member Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

20. COMMENTS ON IDX LISTINGS

Member Participant 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 Member Participant beyond that supplied by MLS and that relates to a specific property. Member Participant shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Member Participant for the property explaining why the data or information is false. However, Member Participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment of the Member Participant controlling the IDX display.

21. CO-MINGLING OF DATA

Member Participant may co-mingle listings through IDX provided by MLS with listings from other MLS sources on its IDX display, provided all such displays are consistent with these IDX Rules. Co-mingling is (a) the ability for a visitor to the website to execute a single search that searches any portion of MLS Data for IDX display at the same time it searches listing data from any other source(s); or (b) the display on a single web page of any portion of MLS Data for IDX display and listing data from any other source. Listings obtained from non-MLS MLSs must display the source from which each such listing was obtained. Displays

of minimum information (e.g. a one-line or "thumbnail," text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Co-mingling of listings with properties not exclusively represented by a licensed real estate agent or broker is prohibited.

22. SUSPENSION OR TERMINATION OF ACCESS TO MLS DATA

In the event of any default by the Member Participant, or the occurrence of any event which MLS believes may constitute an event of default by the Vendor under these IDX Rules, including any violation of or noncompliance with the MLS IDX Master Data License Agreement, or failure by the Member Participant to pay any fees or fines owing to MLS, MLS may at its option and without prior notice to the Member Participant, and in its sole discretion temporarily suspend, or terminate, the license granted to Member Participant to access the MLS Data until all outstanding fees have been paid in full or the default has been cured.

23. UNAUTHORIZED IDX ADVERTISING

No display or use of the listings, or any portion of the listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

24. DISPLAY OF FIELDS OF DATA

Listings displayed pursuant to IDX shall contain only those fields of data designated by MLS. Display of confidential fields intended only for other Member Participants (e.g., cooperative compensation offers, showing instructions, property security information, etc.) is prohibited.

25. LISTING AGREEMENT TYPE

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

26. PROHIBITION OF LISTING MODIFICATION

No MLS Data made available to a Member Participant for IDX display shall be modified by such Member Participant; except that the display of IDX listings or other data may be augmented with additional data not otherwise prohibited from display so long as the source of the other data is clearly identified. This requirement does not restrict the modification of the listing using RESO-approved synonyms for normalization purposes. This requirement does not restrict the format of the display of the IDX listings or display of fewer than all of the IDX listings or display of fewer than the authorized data fields.

27. IDENTIFYING THE LISTING BROKERAGE

With the display of any IDX listings, all listings displayed pursuant to IDX shall identify the listing brokerage name, the listing number, and the status of the listing adjacent to the property information, primary photo or group of prominent photos. When displaying a sold listing, the name of the cooperating brokerage OR the following disclaimer must also appear as established by the applicable MLS Governing Documents. Required items must be displayed in a readily visible color and typeface not smaller than the median used in the display of listing data. For example, no tiny text or gray text displayed on a gray background. Displays of minimal information (e.g., "thumbnails, text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes

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2. CONSENT TO IDX DISPLAY

The Member Participant's consent for display of their listings by other Member Participants may be presumed unless a Member Participant affirmatively notifies MLS or their MLS that they refuse to permit display on a listing-by-listing basis or a Member Participant affirmatively notifies MLS or their MLS that they refuse to permit display on a blanket basis. An MLS may require a Member Participant to affirmatively Opt-In their listings on a listing-by-listing basis to consent for display of their listings by other Member Participants. Any Member Participant may at any time, by written notice to MLS, request that no data from their listings be included in MLS Data for IDX and an IDX Opt-Out Form may be required. Within ten (10) Business Days after receipt of such notice, MLS shall discontinue including any data from the Member Participant's listings in the MLS Data for IDX.

3. PARTICIPATION

Participation in IDX is available to all Member Participants who are authorized by their applicable MLS's Governing Documents and who consent to the display of their listings by other Member Participants.

4. NOTICE OF INTENT

Each Member Participant must notify MLS or their applicable MLS of their intention to establish a website, an application, or provide services involving the use and/or display of MLS Data, and must give MLS direct access for purposes of monitoring and ensuring compliance with applicable policies and license agreements, including these IDX Rules.

5. USE OF MLS DATA

Member Participants may not use IDX provided listings for any purpose other than display as provided for in these IDX Rules. This does not require the Member Participant to prevent indexing of listings by recognized search engines. Member Participants and Subscribers may not use MLS Content which was originally submitted by another Member Participant or other sources authorized by the listing's Member Participant, for the purpose of creating a referral prospect to a different Member Participant, or for creating a buyer/tenant relationships with Member Participant's clients. Please note this rule does not apply where prohibited by local legal requirements, specifically in Washington.

6. CONTROL AND BRANDING

Any IDX display must be under the actual and apparent control of a single Member Participant who has executed a MLS IDX Master Data License Agreement. Actual control means that the Member Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Member Participant final control over the operations of the website. Additionally, “actual control” means the ability to add, delete, modify and update information as required by MLS and their applicable MLS’s Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Member Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Member Participant’s branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Member Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.

7. WITHHOLDING PROPERTY ADDRESS FROM DISPLAY

Listings, including property addresses, can be included in displays of MLS Data except where a seller has directed their Member Participant to withhold their listing or the listing’s property address from all public display on the Internet (including, but not limited to, publicly- accessible websites or VOWs) or other electronic forms of display or distribution.

8. SELLER WITHHOLDING IDX LISTING FROM DISPLAY

A Member Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet or other electronic forms of display or distribution shall cause the seller to execute a document that includes such a provision, in accordance with their applicable MLS Governing Documents.

9. CRITERIA FOR IDX DISPLAY

Member Participants may select the listings they choose to display through IDX based solely on objective criteria, including but not limited to factors such as geography or location, list price, type of property, cooperative compensation offered, type of listing or the level of service being provided by the listing Member Participant. Selection of listings displayed through IDX must be independently made by each Member Participant. If the Member Participant chooses to limit the display of any listings based on objective criteria, the Member Participant’s IDX site must include a disclosure to consumers that clearly states “Some IDX listings have been excluded from this website.”

10. CONTROL AND BRANDING

Any IDX display must be under the actual and apparent control of a single Member Participant who has executed a MLS IDX Master Data License Agreement. Actual control means that the Member Participant has either built the website for their own use with internal resources, or obtained technology for the website under an agreement with a Vendor that provides the Member Participant final control over the operations of the website. Additionally, “actual control” means the ability to add, delete, modify and update information as required by MLS and their applicable MLS’s Governing Documents. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the Member Participant. The following are currently conclusively deemed to be evidence of apparent control: that the Member Participant’s branding is equal to or more prominent than that of any other entity, and that the domain name and branding on the website distinguish the Member Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.

11. WITHHOLDING PROPERTY ADDRESS FROM DISPLAY

Listings, including property addresses, can be included in displays of MLS Data except where a seller has directed their Member Participant to withhold their listing or the listing's property address from all public display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) or other electronic forms of display or distribution.

12. SELLER WITHHOLDING IDX LISTING FROM DISPLAY

A Member Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet or other electronic forms of display or distribution shall cause the seller to execute a document that includes such a provision, in accordance with their applicable MLS Governing Documents.

13. CRITERIA FOR IDX DISPLAY

Member Participants may select the listings they choose to display through IDX based solely on objective criteria, including but not limited to factors such as geography or location, list price, type of property, cooperative compensation offered, type of listing or the level of service being provided by the listing Member Participant. Selection of listings displayed through IDX must be independently made by each Member Participant. If the Member Participant chooses to limit the display of any listings based on objective criteria, the Member Participant's IDX site must include a disclosure to consumers that clearly states "Some IDX listings have been excluded from this website."

14. CRITERIA FOR THUMBNAIL DISPLAY

"Thumbnail" refers to a summary of listing information containing no more than five selection criteria describing the property (e.g. address, bedrooms, baths, square footage, and list price). Any search result identifying another Member Participant's listing in a thumbnail format may not include contact information or branding of the Member Participant's IDX site, or brokerage.

15. REFRESH OF MLS DATA DOWNLOADS

Each Member Participant must refresh all MLS Data downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours to include new data and exclude data that has been removed from the MLS Data.

16. SHARING OF MLS DATA COMPILATION

Sharing of the MLS Data compilation with any third party not authorized by MLS is prohibited.

17. IDENTIFYING MEMBER PARTICIPANT'S BROKERAGE FIRM

All IDX displays must be under the actual and apparent control of a Member Participant and must clearly identify the name of the brokerage firm under which the Member Participant operates in a readily visible color and typeface. Displays of minimum information (e.g. a one-line or "thumbnail," text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures.

18. LOCATION OF CONTACT INFORMATION

All IDX displays of another Member Participant's listings may not include in the body of the listing any contact information or branding of the Member Participant operating the IDX site, or any third party. The body of the listing is defined as the rectangular space the borders of which are delimited by the utmost extent in each direction of the listing text and photo data.

19. THIRD PARTY COMMENTS AND AUTOMATED VALUE ESTIMATES

Any IDX display controlled by a Member Participant that (a) 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 (b) displays an automated estimate of the market value of the listing (or hyperlink to such estimate); in immediate conjunction with the listing, shall disable or discontinue either or both of those features as to the seller's listing at the request of the seller. The listing broker or agent shall communicate to the MLS that the seller has elected to have one or both of these features disabled or discontinued on all displays controlled by the Member Participant. Except for the foregoing and subject to the section below, a Member Participant's IDX display may communicate the Member Participant's professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its viewers that a particular feature has been disabled at the request of the seller.

20. COMMENTS ON IDX LISTINGS

Member Participant 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 Member Participant beyond that supplied by MLS and that relates to a specific property. Member Participant shall correct or remove any false data or information relating to a specific property upon receipt of a communication from the listing Member Participant for the property explaining why the data or information is false. However, Member Participant shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment of the Member Participant controlling the IDX display.

21. CO-MINGLING OF DATA

Member Participant may co-mingle listings through IDX provided by MLS with listings from other MLS sources on its IDX display, provided all such displays are consistent with these IDX Rules. Co-mingling is (a) the ability for a visitor to the website to execute a single search that searches any portion of MLS Data for IDX display at the same time it searches listing data from any other source(s); or (b) the display on a single web page of any portion of MLS Data for IDX display and listing data from any other source. Listings obtained from non-MLS MLSs must display the source from which each such listing was obtained. Displays

of minimum information (e.g. a one-line or "thumbnail," text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. Co-mingling of listings with properties not exclusively represented by a licensed real estate agent or broker is prohibited.

22. SUSPENSION OR TERMINATION OF ACCESS TO MLS DATA

In the event of any default by the Member Participant, or the occurrence of any event which MLS believes may constitute an event of default by the Vendor under these IDX Rules, including any violation of or noncompliance with the MLS IDX Master Data License Agreement, or failure by the Member Participant to pay any fees or fines owing to MLS, MLS may at its option and without prior notice to the Member Participant, and in its sole discretion temporarily suspend, or terminate, the license granted to Member Participant to access the MLS Data until all outstanding fees have been paid in full or the default has been cured.

23. UNAUTHORIZED IDX ADVERTISING

No display or use of the listings, or any portion of the listings, shall be used in connection with sending unsolicited or unauthorized advertising, spam, promotional materials, or any other form of unsolicited message, whether commercial or otherwise.

24. DISPLAY OF FIELDS OF DATA

Listings displayed pursuant to IDX shall contain only those fields of data designated by MLS. Display of confidential fields intended only for other Member Participants (e.g., cooperative compensation offers, showing instructions, property security information, etc.) is prohibited.

25. LISTING AGREEMENT TYPE

The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed.

26. PROHIBITION OF LISTING MODIFICATION

No MLS Data made available to a Member Participant for IDX display shall be modified by such Member Participant; except that the display of IDX listings or other data may be augmented with additional data not otherwise prohibited from display so long as the source of the other data is clearly identified. This requirement does not restrict the modification of the listing using RESO-approved synonyms for normalization purposes. This requirement does not restrict the format of the display of the IDX listings or display of fewer than all of the IDX listings or display of fewer than the authorized data fields.

27. IDENTIFYING THE LISTING BROKERAGE

With the display of any IDX listings, all listings displayed pursuant to IDX shall identify the listing brokerage name, the listing number, and the status of the listing adjacent to the property information, primary photo or group of prominent photos. When displaying a sold listing, the name of the cooperating brokerage OR the following disclaimer must also appear as established by the applicable MLS Governing Documents. Required items must be displayed in a readily visible color and typeface not smaller than the median used in the display of listing data. For example, no tiny text or gray text displayed on a gray background. Displays of minimal information (e.g., "thumbnails, text messages, "tweets", etc. of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes

all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

28. IDENTIFYING THE SOURCE OF IDX LISTINGS

The display of any IDX listings shall clearly and conspicuously identify MLS and the applicable Multiple Listing Service (MLS) or Broker Listings Cooperative (BLC) as the source of the listings in accordance with these IDX Rules. MLS approved icons or logos identifying MLS as the source of IDX listings must appear on the first page where any listings are displayed. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., or two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

29. CONSUMER USE OF IDX LISTINGS

Member Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, that the data is deemed reliable but is not guaranteed by MLS, and that the use of the MLS Data may be subject to an end user license agreement prescribed by the Member Participant’s applicable MLS if any and as amended from time to time. MLS may, at its discretion, require use of other disclaimers as necessary to protect Member Participant, and/or their MLS from liability.

Each display or use of the IDX Listings, or any portion of the IDX Listings shall include the conspicuous display of the following:

“Based on information submitted to the MLS as of _____ (date and time MLS Data was obtained). All data is obtained from various sources and may not have been verified by broker or MLS. Supplied Open House Information is subject to change without notice. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.”

Displays of minimal information (e.g. “thumbnails”, text messages, “tweets,” etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

30. MAP DISPLAY OF IDX LISTINGS

With a map display on an IDX website showing the locations of the listings matching a consumer’s search with icons or pins, where a consumer may display a “pop-up” or “balloon” over the icon or pin by clicking or holding the mouse over it, required elements need not be displayed provided that (a) the consumer can click on the pop-up or balloon and view a page, including the listing information and the required elements; or (b) there is a display elsewhere on the page on which the map appears that includes the listing information and the required elements for all such listings on the map.

all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

28. IDENTIFYING THE SOURCE OF IDX LISTINGS

The display of any IDX listings shall clearly and conspicuously identify MLS and the applicable Multiple Listing Service (MLS) or Broker Listings Cooperative (BLC) as the source of the listings in accordance with these IDX Rules. MLS approved icons or logos identifying MLS as the source of IDX listings must appear on the first page where any listings are displayed. Displays of minimal information (e.g. “thumbnails”, text messages, “tweets”, etc., or two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

29. CONSUMER USE OF IDX LISTINGS

Member Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal non-commercial use, that it may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, that the data is deemed reliable but is not guaranteed by MLS, and that the use of the MLS Data may be subject to an end user license agreement prescribed by the Member Participant’s applicable MLS if any and as amended from time to time. MLS may, at its discretion, require use of other disclaimers as necessary to protect Member Participant, and/or their MLS from liability.

Each display or use of the IDX Listings, or any portion of the IDX Listings shall include the conspicuous display of the following:

“Based on information submitted to the MLS as of _____ (date and time MLS Data was obtained). All data is obtained from various sources and may not have been verified by broker or MLS. Supplied Open House Information is subject to change without notice. All information should be independently reviewed and verified for accuracy. Properties may or may not be listed by the office/agent presenting the information.”

Displays of minimal information (e.g. “thumbnails”, text messages, “tweets,” etc., of two hundred (200) characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

30. MAP DISPLAY OF IDX LISTINGS

With a map display on an IDX website showing the locations of the listings matching a consumer’s search with icons or pins, where a consumer may display a “pop-up” or “balloon” over the icon or pin by clicking or holding the mouse over it, required elements need not be displayed provided that (a) the consumer can click on the pop-up or balloon and view a page, including the listing information and the required elements; or (b) there is a display elsewhere on the page on which the map appears that includes the listing information and the required elements for all such listings on the map.

31. LIMIT ON NUMBER OF LISTINGS DISPLAYED

The display of any IDX listings in response to a query from a consumer shall not be limited to fewer than five hundred (500) listings or fifty percent (50%), whichever is fewer, and no more than two thousand-five hundred (2,500) listings per search. This does not apply to displays showing mapping pins and no other listing data.

32. DISPLAY OF LISTINGS FROM OTHER SOURCES

Listings obtained through IDX feeds from Realtor® Association MLSs where the Member Participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from non-MLS sources, from non-participating brokers, etc.) must display the source from which each such listing was obtained. Displays of minimal information (e.g., “thumbnails”, text messages, “tweets”, etc., of two hundred [200] characters or less) are exempt from this requirement but only when linked directly to a display that includes all required disclosures. For audio delivery of listing content, all required disclosures must be subsequently delivered electronically to the registered consumer performing the property search or linked to through the devices application.

33. DISPLAY OF OFF-MARKET OR SOLD LISTINGS

The display of expired, withdrawn, and sold listings may be prohibited by the Member Participant’s applicable Governing Documents, and may be excluded from MLS Data. If expired, withdrawn, or sold listings are available in MLS Data for IDX, the display of those listings for a minimum of thirty-six (36) months prior to the current date is authorized.

34. DISPLAY OF SELLER INFORMATION

The display of the seller’s and/or occupant’s name(s), phone number(s), and email address(es) is prohibited.

35. SECURITY OF IDX LISTINGS

Each Member Participant is required to employ appropriate security protection such as firewalls on their websites and displays, provided that any security measures required by MLS may not be greater than those employed by MLS. Each Member Participant shall make reasonable efforts to avoid “scraping” of the MLS Data by third parties or displaying of that data on any other website. Reasonable efforts shall include but not be limited to (a) Monitoring the website for signs that a third party is “scraping” data and (b) Prominently posting notice that any use search of data on the website, other than by a consumer looking to purchase real estate, is prohibited. If a Member Participant suspects “scraping” of the data has occurred, the suspicion and any evidence must be reported to MLS or their applicable MLS immediately.

36. REQUIRED DMCA NOTICE

Member Participant’s IDX site must comply with The Digital Millennium Copyright Act of 1998 by including appropriate notification instructions to users. A Vendor or Member Participant that receives a DMCA notice of infringement must immediately (no later than 24 hours after receipt) notify MLS at naarflag@nazrealtor.com A Member Participant’s IDX site must include the conspicuous display of the following two paragraphs:

The Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that any

content or material made available in connection with our website or services infringes your copyright, you (or your agent) may send us a notice requesting that the content or material be removed, or access to it blocked. Notices must be sent in writing by email to naarflag@nazrealtor.com.

“The DMCA requires that your notice of alleged copyright infringement include the following information: (1) description of the copyrighted work that is the subject of claimed infringement; (2) description of the alleged infringing content and information sufficient to permit us to locate the content; (3) contact information for you, including your address, telephone number and email address; (4) a statement by you that you have a good faith belief that the content in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (5) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (6) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner’s behalf. Failure to include all of the above information may result in the delay of the processing of your complaint.

37. FALSE OR MISLEADING ADVERTISING AND REPRESENTATIONS

Member Participant may not engage in false or misleading advertising, including, but not limited to, advertisements or representations regarding the Member Participant’s relationship to their applicable MLS, about the applicable MLS itself, or about any property listed with their applicable MLS. Co-branding may be permitted if the Member Participant’s brokerage firm logo and contact information is larger than that of any third party. Member Participant shall present a true picture in their advertising and representations to the public, including the URLs and domain names they use, and Member Participant 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.

38. PROHIBITED LANGUAGE

Member Participant shall not indicate or imply in any manner that the Member Participant is a multiple listing service or broker listing cooperative, or that the consumer has access to or may search Member Participant’s applicable MLS. For example Member Participant shall not state that the consumer may “search the MLS”/“search the BLC” or “access the MLS”/“access the BLC,” or similar language. MLS reserves the right to object to any Member Participant’s company name or domain name, if MLS believes in its sole discretion the name used is confusingly similar to any name used in commerce by MLS or its MLS members. MLS similarly reserves the right to object to the use of any combination of the words “Multiple” (or “Multi”), “Listing” (or “List”), or “Service” (or “System”). Member Participants using prohibited language will not be granted access to MLS Data for IDX display.

39. THIRD PARTY ADHERENCE TO RULES

Member Participants will take steps to ensure that any consultant and/or third party hired to help Member Participant setup and maintain Member Participant’s IDX display reads, understands and executes the MLS IDX Master Data License Agreement and adheres to these IDX Rules.

40. SERVICE FEES, CHARGES AND FINES

Fees and charges for participation in IDX services from MLS shall be as established by Member Participant's applicable MLS. Costs incurred by MLS in providing MLS Data to Member Participant may be assessed by MLS to the Member Participant at its sole discretion.

Failure to adhere to these IDX Rules may result in a fine in an amount specified by the Member Participant's applicable MLS. MLS or the applicable MLS will notify the Member Participant of any violation of these IDX Rules, and the amount of the corresponding fine for non-compliance. Member Participants who have received more than one notification from MLS for the same infraction within 180-day period, a \$250 habitual fine will be levied. This fine will increase to \$500 upon the third notification, and \$1000 and possible termination of the MLS IDX Master Data License Agreement upon fourth notification.

APPENDIX B: MLS VOW RULES

All capitalized terms carry the same definitions given in the MLS VOW Master Data License Agreement.

1. VOW DEFINED

- a. A Virtual Office Website (“VOW”) is a Member Participant’s (“Participant”) Internet website, or a feature of a Participant’s website, through which the Participant is capable of providing real estate brokerage services to consumers with whom the Participant has first established a broker-consumer relationship (as defined by state law) where the consumer has the opportunity to search MLS Data, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant may, with his or her Participant’s consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant’s oversight, supervision, and accountability.
- b. As used in these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.
- c. Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS Data except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Data is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.
- d. As used in these Rules, the term “MLS Data” refers to active listing information and closed data provided by Participants to their applicable MLS and aggregated and distributed by the MLS to Participants.

2. SCOPE OF POLICY

- a. The right of a Participant’s VOW to display MLS Data is limited to that supplied by the MLS(s) in which the Participant has participatory rights. However, a Participant with offices participating in different MLSs may operate a master website with links to the VOWs of the other offices.
- b. Subject to the provisions of the VOW Policy and these Rules, a Participant’s VOW, including any VOW operated on behalf of a Participant by an AVP, may provide other features, information, or functions, e.g. Internet Data Exchange (“IDX”).
- c. Except as otherwise provided in the VOW Policy or in these Rules, a Participant need not obtain separate permission from other MLS Participants whose listings will be displayed on the Participant’s VOW.

3. CONSUMER REGISTRATION VOW REQUIREMENTS

- a. Before permitting any consumer to search for or retrieve any MLS Data on his or her VOW, the Participant must take each of the following steps:
 - (i) The Participant must first establish with that consumer a lawful broker-consumer relationship (as defined by state law), including completion of all actions required by state law in connection with providing real estate brokerage services to clients and customers (hereinafter "Registrants"). Such actions shall include, but are not limited to, satisfying all applicable agency, non-agency, and other disclosure obligations, and execution of any required agreements.
 - (ii) The Participant must obtain the name of, and a valid email address for, each Registrant. 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 (d) below). The Participant must verify that the email address provided by the Registrant is valid and that the Registrant has agreed to the Terms of Use.
 - (iii) The Participant must require each Registrant to have a user name and a password, the combination of which is different from those of all other Registrants on the VOW. The Participant may, at his or her option, supply the user name and password or may allow the Registrant to establish its user name and password. The Participant must also assure that any email address is associated with only one user name and password.
- b. The Participant must assure that each Registrant's password expires on a date certain but may provide for renewal of the password. The Participant must at all times maintain a record of the name, email address, user name, and current password of each Registrant. The Participant must keep such records for not less than 180 days after the expiration of the validity of the Registrant's password.
- c. If MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Data or a violation of MLS rules, the Participant shall, upon request of MLS, provide the name, email address, user name, and current password, of any Registrant suspected of involvement in the breach or violation. The Participant shall also, if requested by MLS, provide an audit trail of activity by any such Registrant.
- d. The Participant shall require each Registrant to review, and affirmatively to express agreement (by mouse click or otherwise) to, a "Terms of Use" provision that provides at least the following:
 - (i) That the Registrant acknowledges entering into a lawful consumer-broker relationship with the Participant;
 - (ii) That all information obtained by the Registrant 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 information provided except in connection with the Registrant's consideration of the purchase or sale of an individual property;
 - (v) That the Registrant acknowledges their applicable MLS's ownership of, and the validity of their applicable MLS's copyright in, their applicable MLS database.
- e. The Terms of Use Agreement may not impose a financial obligation on the Registrant or create any representation agreement between the Registrant and the Participant. Any agreement entered into at any time between the Participant and Registrant imposing a financial obligation on the Registrant or creating representation of the Registrant by the Participant must be established separately from the Terms of Use, must be prominently labeled as such, and may not be accepted solely by mouse click.
 - f. The Terms of Use Agreement shall also expressly authorize MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

4. CONTACT INFORMATION

A Participant's VOW must prominently display an e-mail address, telephone number, or specific identification of another mode of communication (e.g., live chat) by which a consumer can contact the Participant to ask questions, or get more information, about any property displayed on the VOW. The Participant, or a non-principal broker or sales licensee licensed with the Participant, must be willing and able to respond knowledgeably to inquiries from Registrants about properties within the market area served by that Participant and displayed on the VOW.

5. MONITORING

A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Data. A Participant's VOW shall utilize appropriate security protection such as firewalls as long as this requirement does not impose security obligations greater than those employed concurrently by MLS.

6. LISTINGS OR PROPERTY ADDRESSES

- a. A Participant's VOW shall not display listings or property addresses of any seller who has affirmatively directed the listing broker to withhold the seller's listing or property address from display on the Internet. The listing broker shall communicate to their applicable MLS, or MLS, that the seller has elected not to permit display of the listing or property address on the Internet. Notwithstanding the foregoing, a Participant who operates a VOW may provide to consumers via other delivery mechanisms, such as email, fax, or otherwise, the listings of sellers who have determined not to have the listing for their property displayed on the Internet.
- b. A Participant who lists a property for a seller who has elected not to have the property listing or the property address displayed on the Internet shall cause the seller to execute a document that includes the following (or a substantially similar) provision:

Seller Opt-Out Form

1. Please check either Option a or Option b

- a. I have advised my broker or sales agent that I do not want the listed property to be displayed on the Internet.

OR

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

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

initials of seller

- c. The Participant shall retain such forms for at least one year from the date they are signed, or one year from the date the listing goes off the market, whichever is greater.

7. COMMENTS AND REVIEWS

- a. Subject to subsection (b), a Participant’s VOW may allow third-parties:
 - (i) to write comments or reviews about particular listings or display a hyperlink to such comments or reviews in immediate conjunction with particular listings, or
 - (ii) display an automated estimate of the market value of the listing (or hyperlink to such estimate) in immediate conjunction with the listing
- b. Notwithstanding the foregoing, at the request of a seller the Participant shall disable or discontinue either or both of those features described in subsection (a) as to any listing of the seller. The listing broker or agent shall communicate to their applicable MLS, or MLS, that the seller has elected to have one or both of these features disabled or discontinued on all Participants’ websites. Subject to the foregoing a Participant’s VOW may communicate the Participant’s professional judgment concerning any listing. A Participant’s VOW may notify its customers that a particular feature has been disabled "at the request of the seller."

8. ACCURACY OF PROPERTY INFORMATION

A Participant’s VOW shall maintain a means (e.g., e-mail address, telephone number) to receive comments from the listing broker about the accuracy of any information that is added by or on behalf of the Participant beyond that supplied by the Broker Listing Cooperative® listing service and that relates to a specific property displayed on the VOW. The Participant shall correct or remove any false information relating to a specific property within 48 hours following receipt of a communication from the listing broker explaining why the data or information is false. The Participant shall not, however, be obligated to correct or remove any data or information that simply reflects good faith opinion, advice, or professional judgment.

9. UPDATING OF INFORMATION

A Participant shall cause MLS Data available on its VOW to be refreshed at least once every twelve (12) hours.

10. DISTRIBUTION OF INFORMATION

Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Data to any person or entity.

11. PRIVACY POLICY

A Participant's VOW must display the Participant's privacy policy informing Registrants of all of the ways in which information that they provide may be used.

12. EXCLUSION OF LISTINGS

A Participant's 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, and whether the listing broker is a REALTOR®.

13. INTENTION TO OPERATE VOW

A Participant who intends to operate a VOW to display MLS Data must notify their applicable MLS, or MLS, of its intention to establish a VOW and must make the VOW readily accessible to MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Data License Agreement, and any other applicable MLS rules or policies.

14. MULTIPLE VOWS

A participant may operate more than one VOW himself or herself or through an AVP. A participant who operates his or her own VOW may contract with an AVP to have the AVP operate other VOWs on his or her behalf. However, any VOW operated on behalf of a participant by an AVP is subject to the supervision and accountability of the participant.

15. LICENSE AGREEMENT

Participants and the AVPs operating VOWs on their behalf must execute the MLS VOW MASTER DATA LICENSE AGREEMENT required by MLS.

16. EXCLUSION FROM SEARCHES

A participant's VOW may not make available for search by or display to Registrants any of the following information:

- a. expired and withdrawn listings
- b. the compensation offered to other MLS participants
- c. the type of listing agreement, i.e., exclusive right-to-sell or exclusive agency
- d. the seller's and occupant's name(s), phone number(s), or e-mail address(es)
- e. instructions or remarks intended for cooperating brokers only, such as those regarding showings or security of listed property

17. CHANGING OR AUGMENTING CONTENT

A Participant shall not change the content of any MLS Data that is displayed on a VOW from the content as it is provided by MLS. The Participant may, however, augment MLS Data with additional information not otherwise prohibited by these Rules or by other applicable MLS rules or policies as long as the source of such other information is clearly identified. This rule does not restrict the format of display of MLS Data on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

18. LIMITATION ON NUMBER OF LISTINGS

A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to no fewer than five hundred (500) listings or fifty percent (50%) of the listings available for display, whichever is fewer.

19. PASSWORD CHANGE

A Participant shall require that Registrants' passwords be reconfirmed or changed every 180 days.

20. ADVERTISING

A Participant may display advertising and the identification of other entities ("co-branding") on any VOW the Participant operates or that is operated on his or her behalf. However, a Participant may not display on any such VOW deceptive or misleading advertising or co-branding. For purposes of this Section, co-branding will be presumed not to be deceptive or misleading if the Participant's logo and contact information (or that of at least one Participant, in the case of a VOW established and operated on behalf of more than one Participant) is displayed in immediate conjunction with that of every other party, and the logo and contact information of all Participants displayed on the VOW is as large as the logo of the AVP and larger than that of any third party.

21. SOURCE OF LISTINGS

A Participant shall cause any listing displayed on his or her VOW that is obtained from other sources, including from another MLS or from a broker not participating in MLS, to identify the source of the listing.

22. VOW NOTICE

A Participant shall cause to be placed on his or her VOW a notice indicating that the MLS Data displayed on the VOW is deemed reliable but is not guaranteed accurate by MLS. A Participant's VOW may include other appropriate disclaimers necessary to protect the Participant and/or MLS, or their applicable MLS, from liability.