

# TUOLUMNE COUNTY ASSOCIATION OF REALTORS®



# IDX APPLICATION PACKET

Updated: January 2016



**TUOLUMNE COUNTY**  
**ASSOCIATION of REALTORS®**

14195 Tuolumne Road, Sonora, California 95370  
Tel. (209) 532-3432 – FAX (209) 533-9418  
www.tcrealtors.org



Dear MLS Participant:

Thank you for contacting us about placing the TCAR MLS listings on your website under the IDX rules. Enclosed are copies of the IDX Registration form, the IDX contract, the IDX policy, the section of the MLS Rules and Regulations which apply to the use of active listing information on the Internet and the section of the MLS Rules and Regulations which apply to VOWs (applicable only to those participants, subscribers and APVs wishing to operate a VOW). There are fees for initial set up as well as recurring fees for IDX & VOW services, refer to the TCAR Fee Schedule for current details.

Please be sure to read the information carefully as the documents contain regulations which must be adhered to. A person must be a Participant in this MLS or a Subscriber under an opt-in Participant (with Participant's permission) to receive an IDX download. Please remember that it is against the Code of Ethics as well as California law to advertise another Broker's listing(s) without his/her permission. Permission is given through the IDX program but only so far as placing the information received from the **TCAR IDX download on your own website.**

Once you have **read everything**, just a.) fill out (including your website address) and sign the registration form; b.) initial each page of the contract; c.) sign the contract (be sure your Broker/DR signs the contract too); then c.) return the signed documents to the TCAR office.

**If you are planning to use a third party vendor** to administer your site, he or she will also need to sign the contract. Once you have completed your section and you and your Broker/DR have signed it, send it to your vendor, have them fill in their section, sign the contract and **return the entire contract to us.** When we receive the completed forms we will set up an account for you and send you and/or your vendor the information you and/or your vendor will need to retrieve the IDX download.

Please note, the download is in the form of raw data. You or your vendor will need to convert it into a usable format before placing it on your site. If you are a Broker and plan to allow your agents to display the IDX information on their sites, they must be subscribers to our MLS, register their individual sites and be signers to the contract.

No one who is not a participant or subscriber to our MLS may use our MLS data. It is copyrighted and we take its protection seriously.

If you have any questions please feel free to contact us.

*Shauna M. Love*

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*Executive Officer, Tuolumne County Association of Realtors ®*

***Shauna@TCRealtors.org***



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## IDX REGISTRATION FORM

Name: \_\_\_\_\_

Office: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

I have read and understand the MLS Rules & Regulations and the TCAR IDX Policy and agree to abide by them.

\_\_\_\_\_ I will be setting up my own program for IDX

\_\_\_\_\_ I will be using a third party vendor to set up my IDX program. I understand the vendor I choose must sign a contract with me and the MLS before he can be given any access to the MLS or any MLS information, even if he has valid contracts with other TCAR MLS users.

I currently have an IDX feed with TCAR.    \_\_\_ YES    \_\_\_ NO

If yes, will this new feed \_\_\_ replace the current one, or \_\_\_ be in addition to the current one?

Name of vendor: \_\_\_\_\_

My Web Address: \_\_\_\_\_

My E-Mail Address: \_\_\_\_\_

My Phone Number: \_\_\_\_\_

Agent Signature: \_\_\_\_\_

Date \_\_\_\_\_

Broker Signature: \_\_\_\_\_

Date \_\_\_\_\_

## **CONTRACT: IDX (Internet Data Exchange) Access Agreement**

**Note: This form is a legally binding contract between you and the Tuolumne County Association of Realtors® (TCAR). TCAR MLS Rules & Regulations section 12.16 IDX Policy apply herein.**

MLS Subscriber: This form/contract must be filled out completely and signed by the Broker Participant and/or Subscriber. If you are using a third party vendor it must also be signed by that vendor. There are no exceptions. Return the completed and signed forms to Tuolumne County Association of Realtors, 14195 Tuolumne Rd., Sonora, CA 95370. Electronic submission is accepted, contact TCAR Office at (209) 532-3432 for current email and fax instructions. TCAR will sign the contract and return a copy to you with information on how to access TCAR MLS Data.

### **AGREEMENT**

1. Broker Participant or Subscriber whose name and contact information appear on the signature page of this Agreement designated "Participant or Subscriber Information and Signature" (hereinafter "Participant" or "Subscriber") and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Web Consultant Information and Signature" (collectively, "the Consultants"), if any.

This AGREEMENT is made and entered into by and among the Tuolumne County Association of Realtors, Inc. ("TCAR"), the real estate.

### **RECITALS**

2. Participant or Subscriber wishes to obtain, and Tuolumne County Association of Realtors wishes to provide access to TCAR MLS IDX data, including the listing data of other TCAR MLS real estate brokerages who have agreed to allow IDX Data Display. Participants and Subscribers may wish to engage Consultants, i.e., other companies or individuals who are not employees of the Participant or Subscriber, to perform data downloading, manipulation, and formatting, as well as programming and web design.

### **DEFINITIONS**

3. For purposes of this Agreement, the following terms shall have the meanings set forth below.  
**Tuolumne County Association of REALTORS® Multiple Listing Service:** An MLS formed to cover the area served by TCAR.

**IDX Data:** A subset (selected by the TCAR MLS and TCAR) of the listing data in the TCAR MLS data base designated for the purpose of dissemination to other Broker Participants and Subscribers of the TCARMLS member associations in order to effect Internet Display on the websites of those Participants and Subscribers who have agreed to take part in IDX and conform to the applicable IDX Rules.

**IDX Subscriber:** A Subscriber who gives permission to other Subscribers to display its active listings on their web sites in return for their permission to advertise their listings on its web site.

**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.

<sup>1</sup> INITIAL:

**Participant:** Any real estate brokerage that purchases Multiple Listing Services from TCAR directly.

**Rules:** The Rules and Regulations of the Tuolumne County Association of Realtors, Inc. Multiple Listing Service, and any operating policies related to IDX promulgated by the Tuolumne County Association of Realtors®.

**Subscriber:** Any real estate broker, appraiser, or other real estate related business professional that utilizes Multiple Listing Services either through a Broker Participant or by purchasing Multiple Listing Services from an Affiliated Association or from TCAR directly.

**Subscriber Data:** Data relating to real estate for sale, previously sold or listed for sale, including the IDX database, and data relating to Subscribers, entered into the current MLS System by Subscribers, and the Tuolumne County Association of Realtors (“TCAR”). The data is owned by the Tuolumne County Association of REALTORS®.

## **TUOLUMNE COUNTY ASSOCIATION’S OBLIGATIONS**

4. During the term of this Agreement, Tuolumne County Association of Realtors® (“TCAR”) grants to Participant or Subscriber a license to:
  - a. display the IDX Data on the Participant or Subscriber’s web site, and
  - b. make copies of the IDX Data to the extent necessary to deliver IDX Data to consumers on Participant or Subscriber’s web site.
5. During the term of this Agreement, TCAR agrees to provide the Participant or Subscriber and its Consultants:
  - a. access to the IDX Data via the Internet using RETS or other approved means, under the same terms and conditions TCAR offers to other Participants and Subscribers;
  - b. seven (7) days’ advance notice of changes to the file and record formats of the IDX Data; and
  - c. seven (7) days’ advance notice of changes to the Rules.

## **OBLIGATIONS OF PARTICIPANTS AND SUBSCRIBERS**

6. Participant or Subscriber shall comply with the Rules/Policies at all times.
7. Participant or Subscriber acknowledges TCAR’s ownership of the copyrights on the Subscriber Data and the IDX Data.
8. Participant or Subscriber shall comply with the requirements relating to Confidential Information set forth below.
9. No Participant or Subscriber shall allow any third party to access, review, download, manipulate or formulate any IDX Data. Notwithstanding the foregoing, it is understood that Participants or Subscribers may utilize certain Web Consultants to assist them in performing data downloading, manipulation and formatting, and access to the IDX Data shall be permissible in such instances provided that Participants or Subscribers first delivers to the Tuolumne County Association Realtors® a copy of this IDX Access Agreement signed by said Consultant.

<sup>2</sup> INITIAL:

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10. If TCAR notifies Participant or Subscriber of a breach of the Rules or this Agreement, and Participant or Subscriber does not immediately correct the breach, Participant or Subscriber agrees that TCAR may seek correction from the Web Consultants.

11. Participant or Subscriber shall notify TCAR within three (3) business days of any change to the information relating to Participant or Subscriber on the Participant or Subscriber Information and Signature page below.

### **CONSULTANT'S OBLIGATIONS**

12. If TCAR notifies Participant or Subscriber of a breach of the Rules or this Agreement and Participant or Subscriber does not immediately cure such breach, TCAR may contact Consultant to cure any such breach that is within Consultant's control. Consultant agrees to cooperate with TCAR and act upon notification by TCAR within 3 business days of an uncured breach by Participant or Subscriber.

13. Each Consultant acknowledges TCAR's ownership of the copyrights in the Subscriber Data and the IDX Data.

14. Any website used for display of the IDX Database must be controlled by the Participant or Subscriber and be advertised as that Participants or Subscribers website. Any "Branding" or identification of website by a Consultant must not detract from the "Branding" of the site as belonging to and being under the control of the Participant or Subscriber.

15. Each Consultant shall comply with the requirements relating to Confidential Information set forth below.

16. Each Consultant shall notify TCAR within three (3) business days of any change to the information relating to it on the Consultant Information and Signature page below.

### **CONFIDENTIAL INFORMATION**

17. "**Confidential Information**" is information or material proprietary to TCAR or designated "confidential" by TCAR and not generally known to the public, that Participant, Subscriber or Consultants or any one of them (the "Receiving Party") may obtain knowledge of or access to as a result of access permitted under this Agreement. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether in oral, visual, audio, written or other form):

- a. all Subscriber Data, except the IDX Data to the extent to which this Agreement and the Rules permit its disclosure;
- b. all documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
- c. software, source code, object code, diagrams, flow charts;
- d. techniques, procedures;
- e. Internet provider (IP) addresses, access codes and passwords; and
- f. any information that TCAR obtains from any third party that TCAR treats as proprietary or designates as Confidential Information, whether or not owned or developed by TCAR.

<sup>3</sup> INITIAL:

18. **Exceptions.** The Confidential Information does not include information that:
- a. is in the public domain at the time of disclosure;
  - b. is known to the Receiving Party at the time of disclosure;
  - c. is used or disclosed by the Receiving Party with the prior written consent of TCAR, to the extent of such consent;
  - d. becomes known to the Receiving Party from a source other than TCAR without breach of this Agreement by the Receiving Party and provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with TCAR; or
  - e. is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to TCAR prompt notice of any such order.
19. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with TCAR or with the third parties in whom title existed prior to this Agreement or prior to disclosure by TCAR.
20. **Restrictions on Use – Scope of Use.** The Receiving Party will use or access the Confidential Information only as expressly permitted under this Agreement, the MLS Rules and any applicable operating policies, and the Receiving Party will not use its access or the Confidential Information for any other purpose. The Receiving Party will employ measures to protect the Confidential Information from disclosure at least as rigorous as those it uses to protect its own trade secrets, but in no event less than reasonable care.
21. **Restrictions on Use – Unauthorized Uses.** The Receiving Party will not make copies of the Confidential Information. The Receiving Party will not directly or indirectly disclose, display, provide, transfer or otherwise make available the Confidential Information to any person or entity, unless the Receiving Party has received prior written consent of TCAR to do so. At no time and under no circumstances will the Receiving Party reverse engineer, decompile, or disassemble any software constituting part of the Confidential Information. The Receiving Party will not incorporate the Confidential Information into any other work or product.
22. **Restrictions on Use – No Third Party Access.** Only the Receiving Party's own employees will access the Confidential Information. The Receiving Party will not provide access to the Confidential Information to third parties, including consultants or independent contractors, without prior written consent from TCAR. If TCAR grants consent, the Receiving Party will execute an agreement with the third party that imposes at least as strict a confidentiality obligation on the third party as that imposed by this Agreement on the Receiving Party. Participant or Subscribers with IDX websites must make reasonable efforts to prevent the "scraping" of data by third parties. "Scraping," is an automated process used to gather or "scrape" information. If "scraping," is suspected, Participant or Subscriber must report that possibility to the MLS Committee for investigation.
23. **Restrictions on Use – Location restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without TCAR's prior written consent. In the event TCAR grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.

<sup>4</sup> INITIAL:

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24. **Restrictions on Use – Disclosures.** An explanation that IDX Data is compiled of listings provided courtesy of the TCAR MLS and the Tuolumne County Association of Realtors, Inc. must appear on at least the first page where any listing data appears. Suggested language and required disclosures are as follows:

- a. “The data relating to real estate for sale on this website comes in part from the IDX program of the Tuolumne County Association of REALTORS® Multiple Listing Service and the Tuolumne County Association of Realtors®. Real estate listings held by Participants or Subscribers other than (insert your brokerage’s name here) include the name of the listing office and listing agent.”
- b. Listing Broker has attempted to offer accurate data, but buyers are advised to confirm all items.
- c. Copyright <year> Tuolumne County Association of Realtors®, inc. all rights reserved.
- d. If your firm does not display all the IDX data you must disclose that fact and also describe the nature of the selection, e.g. only houses in Sonora, only residential property, only houses priced over \$500,000, or all properties, but those listed by a particular Participant.
- e. Data current as of (date).
- f. All IDX websites must include a notice that the use of the data for any purpose other than by a consumer looking to purchase real estate is prohibited.
- g. Detailed and thumbnail displays of another Participant’s listing information must not have any branding or contact information of the owner of the IDX website in the “body” of the listing data.

25. **Termination and Return of Materials.** Within five (5) days of the end of the term of this Agreement or receipt of notice of termination by TCAR, the Receiving Party will return to TCAR all Confidential Information and all other materials provided by TCAR to the Receiving Party. The Receiving Party will also erase, delete, or destroy any Confidential Information stored on magnetic media or other computer storage, including system backups. Upon the request of TCAR, an officer of the Receiving Party will certify in writing that all materials have been returned to TCAR and all magnetic or computer data have been destroyed.

## **TERM AND TERMINATION**

26. The term of this Agreement begins on the “Effective Date” set forth on the “TCAR Information and Signature Page” below. TCAR has the right at any time and in its sole discretion to terminate this Agreement. This Agreement shall terminate upon the occurrence of any of the following events:

- a. TCAR’s notice to Participant, Subscriber or Consultant that this Agreement is terminated.
- b. Participant or Subscriber’s notice to TCAR that it no longer intends to display IDX Data on its web site.
- c. Termination of Participant or Subscriber’s privileges as a Participant or Subscriber by TCAR.

<sup>5</sup> INITIAL:

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## GENERAL PROVISIONS

27. **Survival of Obligations.** The obligations of Participant or Subscriber set forth under “Obligations of Participant or Subscriber” above, the obligations of Consultants under “Consultants’ Obligations” above, and all parties’ obligations under “Confidential Information” shall survive the termination or expiration of this Agreement.

28. **TCAR’s Remedies.** Because of the unique nature of the Subscriber Data and Confidential Information, Participant or Subscriber and Consultants acknowledge that TCAR would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages would be inadequate to compensate TCAR for a breach. TCAR is therefore entitled, in addition to all other forms of relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Participant or Subscriber or Consultants or any one of them, without showing or proving any actual damages sustained by TCAR.

29. **Attorney’s fees.** If TCAR prevails in any action to enforce or interpret this Agreement or any provision hereof, the party against whom enforcement or interpretation was sought will pay TCAR’s reasonable attorney’s fees and costs for such legal action.

30. **Limitation of Liability.** TCAR’s liability to Participant or Subscriber and Consultants for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Participant or Subscriber and Consultants to TCAR, if any, under this Agreement. Participant or Subscriber’s and Consultants’ only other remedy shall be termination of this Agreement. TCAR shall not be liable for any incidental or consequential damages under any circumstances, even if TCAR has been advised of the possibility of such damages. TCAR shall have no liability for inaccuracies in the IDX Data or the Subscriber Data.

31. **Notice.** All notices to be given under this Agreement shall be mailed, sent via facsimile transmission, or electronically mailed 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.

32. **No Waiver.** No waiver or modification of this Agreement or any of its terms is valid or enforceable unless reduced to writing and signed by the party who is alleged to have waived its rights or to have agreed to a modification.

33. **No Assignment.** Neither Participant, Subscriber nor Consultants, nor any of them, may assign or otherwise transfer any of their rights under this Agreement to any party without the prior written consent of TCAR.

34. **Entire Agreement.** This Agreement 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 previous sentence notwithstanding, the Rules are expressly incorporated into this Agreement by reference.

35. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of California.

<sup>6</sup> INITIAL:

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**Tuolumne County Association of Realtors® Information and Signature**

Entered into on behalf of TCAR by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Effective Date

**Participant (Your Broker) and Subscriber (YOU) Information and Signature**

Name of the Firm You Work For: \_\_\_\_\_

Your Designated Broker's Name: \_\_\_\_\_

YOUR E-mail address: \_\_\_\_\_

(You must supply an e-mail address here. This address will be T.C.A.R.'s principal means of communicating with you for notices under this Agreement.)

Firm Street Address: \_\_\_\_\_

Firm City, ST, ZIP: \_\_\_\_\_

Firm Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into by:

_____ <b>Your Signature</b>	_____ <b>Date</b>	_____ <b>Your Broker's Signature</b>	_____ <b>Date</b>
_____ Print Your Name		_____ Print Your Broker's Name	
_____ Your Title		_____ Your Broker's Title	

*I CERTIFY THAT I HAVE RECEIVED A COPY OF THE COMPLETE "CONTRACT-IDX ACCESS" AGREEMENT TO WHICH THIS SIGNATURE APPLIES AS WELL AS COPIES OF THE IDX POLICY AND THE MLS RULES AND REGULATIONS; AND THAT I AGREE TO ABIDE BY THE GUIDELINES AND RULES SET FORTH WITHIN THIS AGREEMENT, THE IDX POLICY AND MLS RULES AND REGULATIONS. AND THAT I AGREE TO TAKE NECESSARY ONGOING SECURITY MEASURES TO ENSURE AVOIDANCE OF SCRAPING OR DOWNLOADING BY UNAUTHORIZED PARTIES AND ANY ASSOCIATED POLICY AND/OR TECHNICAL DOCUMENTATION.*

**Consultant Information and Signature**

Consultant (company or individual) Name: \_\_\_\_\_

Consultant's E-mail address: \_\_\_\_\_

(You must supply an e-mail address. E-mail will be TCAR's principal means of communicating with you for notices under this Agreement.)

Consultant Street Address: \_\_\_\_\_

Consultant City, ST, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Entered into on behalf of Consultant by:

_____ Signature	_____ Date
_____ Print Name	
_____ Title	

*NOTE TO CONSULTANT: Be sure to enter into a current IDX Data Access Agreement with TCAR and every real estate broker or agent to which you provide services. If you sign only one and that Participant or Subscriber's access to the IDX Data is terminated, you will not be able to get the data for your other clients.*

TCAR  
MLS  
IDX  
Policy

**Revised:** January 2016

# TCAR MLS IDX Policy

1. The Tuolumne County Association of REALTORS® (TCAR) Multiple Listing Service (MLS) Internet Data Exchange (IDX) will be called TCAR MLS IDX. MLS Rules & Regulations 12.16 Internet Data Exchange (IDX) Policy applies herein.

2. TCAR MLS IDX is an “opt-out” program. If an MLS Participant does not opt-out, in writing, either on a blanket basis or on a listing by listing basis, it will be deemed by TCAR MLS that he/she has consented to have his/her listings displayed by other Participants and Subscribers on their websites. Listing brokers who refuse to permit other MLS Participants or Subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers.

Violation of IDX Rules and Regulations or IDX policy may result in a violation citation to the agent and/or broker responsible for the site. Repeated violations and/or a single severe violation may result in revocation of IDX privileges. IDX Participants are also subject to all MLS rules, regulations, penalties, sanctions and other disciplinary actions. An alleged violation of the IDX rules will be processed consistent with the procedures in Sections 14 and 15 of the TCAR MLS Rules & Regulations.

3. The TCAR IDX is open to all TCAR MLS Participants who are licensed brokers. Agent sites are permissible under the supervision of and with permission of their participating broker. The term “IDX Participant” herein refers to brokers and agents who display TCAR IDX listings.

4. Any IDX Participant or subscriber must first register his/her intent with TCAR before displaying any listings belonging to another broker (Participant must also sign if the site is for a Subscriber).

5. Data users must make certain disclosures on their sites. *Per the MLS Rules & Regulations 12.16 Use of information on the Internet, IDX:*

*Broker Participants and R.E. Subscribers shall indicate on their displays, in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar, notice:*

*Based on information from the Tuolumne County Association of REALTORS® (alternatively, from the Tuolumne County MLS) as of <date on which the AOR/MLS data was obtained>. All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. 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 minimum information (e.g. a one-line or thumbnail search result, 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 the required disclosure.*

6. Detail and thumbnail displays of another Participant’s listing information must not have any branding or contact information of the owner of the IDX website in the “body” of the listing data.

7. Each listing displayed on a non-listing broker’s website must include the name of the listing office and the listing agent in a manner designed to easily identify such listing firm or agent.

8. IDX Participants are prohibited from altering other broker’s data.

9. **IDX Data on any website must be updated at least once every 12 hours.** The site must state the exact date when the data was last updated and indicate the source of the information being displayed.

10. The following Data Fields may NOT be displayed under any circumstances:

### **TCAR Confidential Fields**

**All Listing Classes** (Residential, Land, Mobile Home, Multi Family, Condo/Townhouse, Commercial Industrial, Business Opportunity)

How Show

Security System/Alarm

CSO/Commission

Variable Commission Y/N

Contact / Phone (including where applicable: Occupant, Manager, Business, Tenant, etc.)

Seller / Owner

Square Feet, Age, Acres, etc. (UNLESS accompanied by the word "Approximate" when reported/displayed)

\*Listing/System Dates (All listing and system related dates are considered confidential)

Listing Date & Expiration Date

Status Date, Price Date, Update Date

Contract Date

DOM, CDOM

Private/Agent Fields

Financial Information

Original Price

Confidential Remarks

Proprietary Links

Type of Listing

Documents on File

Sold Information (That which is listed on the MLS under Sold Status)

All sold data is considered confidential with the following exception.

Sold Price

Sold Date

DOM

**Commercial Industrial Class** (Contact, Income, Expense & Finance related fields including but not limited to)

Income/Value: Per Unit, Gross Income, Net Income

Expense: Tax, Insurance, Utilities, Maintenance, Other, Total

Finance: Cap Rate, Lease Terms, Tenant Pays

**Multi Family Class** (Contact Info, Income, Expense & Finance related fields including but not limited to)

Income/Value: Rent per Unit, Gross, Other, Operating, Net

Expense: Lease/Rent Expenses per Unit; Tax, Insurance, Utilities, Maintenance, Other, Total

Finance: Vacancy Allowed, Cap Rate, Tenant Pays

**Business Opportunity** (Contact Info, Income, Expense & Finance related fields including but not limited to)

Income/Value: Net Income, Liquor License, Real Estate, Equipment, Inventory, Good Will

Finance: Expenses, Lease, Years Lease, Lease Renewal, Lease Options, Tenant Pays

\* Exception may apply for purpose of Comparables and/or TCAR Agent/Firm in-house processing needs.

Further conditions are contained in the MLS Rules and Regulations and the IDX contract. Please be sure to read them, you are responsible for compliance.

**EXCERPT**  
**TUOLUMNE COUNTY ASSOCIATION OF REALTORS®**  
**MULTIPLE LISTING SERVICE RULES & REGULATIONS**  
**Section 12.16 Internet Data Exchange (IDX) Policy**

**12.16 Use of Listing Information on Internet [Also known as Internet Data Exchange (“IDX”)].** “Internet Data Exchange” (“IDX”) is a means by which listing brokers permit limited electronic display of their active and sold listings, in accordance with the IDX rules set forth herein, by other participating Broker Participants and R.E. Subscribers on websites and using applications for mobile devices that said participating Broker Participants and R.E. Subscribers control.

**(a) Authorization.** Subject to paragraphs (b) through (d) below, and notwithstanding anything in these rules and regulations to the contrary, Broker Participants and R.E. Subscribers may electronically display aggregated MLS active and sold listing information through either downloading or by framing such information on the MLS or association public access website (if such a site is available). The MLS’s download will include at least 3 years of publicly accessible sold listing data. “Publicly accessible” sold information as used in the IDX policy and rules, means data that is available electronically or in hard copy to the public from city, county, state and other government records.

**(b) Consent.** The listing brokers’ consent for such internet display is presumed, in satisfaction of Rule 12.8, unless a listing broker affirmatively notifies the MLS that the listing broker refuses to permit display on either on a blanket or on a listing-by listing basis. Listing brokers that refuse to permit other Broker Participants or R.E. Subscribers to display their listing information on a blanket basis may not display MLS active listing information of other brokers’ listings. Even where listing brokers have given blanket authority for other Broker Participants and R.E. Subscribers to partake in IDX display of their listings, such consent may be withdrawn on a listing-by-listing basis where the seller has prohibited all Internet display.

**(c) Control.** Broker Participants and R.E. Subscribers may only partake in IDX display on websites and applications for mobile devices which they control. Under IDX policy, “control” means that Broker Participants and R.E. Subscribers must have the ability to add, delete, modify and update information as required by the IDX policy. All displays of IDX listings must also be under the actual and apparent control of the Broker Participant and/or R.E. Subscriber, and must be presented to the public as being that Broker Participant’s and/or R.E. Subscriber’s display. Actual control requires that Broker Participants and R.E. Subscribers have developed the display, or caused the display to be developed for themselves pursuant to an agreement giving the Broker Participant and/or R.E. Subscriber authority to determine what listings will be displayed, and how those listings will be displayed. Apparent control requires that a reasonable consumer viewing the Broker Participant’s and/or R.E. Subscriber’s display will understand the display is the Broker Participant’s and/or R.E. Subscriber’s, and that the display is controlled by the Broker Participant and/or R.E. Subscriber.

**(d) Display Content.** Broker Participants and R.E. Subscribers shall not display confidential information fields, as determined by the MLS in the MLSs’ sole discretion, such as that information intended for cooperating brokers rather than consumers.

**(e) Listing Attribution.** All IDX listing displays shall identify the name of the listing firm and the name of the listing agent in a manner designed to easily identify such listing firm or agent. Such identification shall be in a reasonably prominent location and in a readily visible color and typeface not smaller than the median used in the display of listing data. Displays of minimum information (e.g. a one-line or thumbnail search result, 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.

**(f) Modifications and Augmentations.** Broker Participants and R.E. Subscribers shall not modify or manipulate information relating to other participants listings. Broker Participants and R.E. Subscribers may augment their IDX display of MLS data with applicable property information from other sources to appear on the same webpage or display, clearly separated by the data supplied by the MLS. The source(s) of the information must be clearly identified in the immediate proximity to such data. This requirement does not restrict the format of MLS data display or display of fewer than all of the available listings or fewer authorized fields.

**(g) Source and Update.** Information displayed shall indicate the MLS as the source of the information being displayed and the most recent date updated. Displays of minimum information (e.g. a one-line or thumbnail search result, 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. Broker Participants and R.E. Subscribers shall update all downloads and refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every 12 hours.

**(h) Usage Limitations.** Broker Participants and R.E. Subscribers shall indicate on their displays that the information being provided is for consumers’ personal, non-commercial use and may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing. Displays of minimum information (e.g. a one-line or thumbnail search result, 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.

**(i) Display Purpose.** Broker Participants and R.E. Subscribers may not use IDX-provided listings for any purpose other than display as provided in these rules. This does not require Broker Participants and R.E. Subscribers to prevent indexing of IDX listings by recognized search engines.

**(j) Restricted Display.** Listings, including property addresses, can be included in IDX display except where sellers have directed their listing brokers to withhold their listings or the listings’ property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOWs).

**(k) Selective Listing Display.** Not all listings from the MLS must be displayed as long as any exclusions from display on Broker Participants’ and R.E. Subscribers’ IDX sites are based on objective criteria, e.g. type of property, listed price, listing status or geographical location. Selection of listings displayed on any IDX site must be independently made by each Participant.

**(l) Restricted Access and Distribution.** Sharing of the MLS compilation with any third party not authorized by the MLS is prohibited. Except as provided in the IDX policy and these rules, an IDX site or a Participant or user operating an IDX site or displaying IDX information as otherwise permitted may not distribute, provide or make any portion of the MLS database available to any person or entity.

**(m) Brokerage Identification.** Any IDX display controlled by a Broker Participant or R.E. Subscriber must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface.

**(n) Co-Mingling.** A Broker Participant or R.E. Subscriber may co-mingle listings through IDX from this MLS with listings from other MLS sources on its IDX display, provided all such displays are consistent with these IDX rules, and the MLS Participant (or MLS subscriber) holds participatory rights in those MLSs. Co-mingling is the ability for a visitor to the website to execute a single property search of multiple IDX feeds resulting in the display of IDX information from each of the MLSs on a single search results page; and that Participants may display listings from each IDX feed on a single webpage or display. Listings obtained from other MLSs must display the source from which each such listing was obtained. Displays of minimum information (e.g. a one-line or thumbnail search result, 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.

**(o) Third Party Comments and Automated Value Estimates.** Any IDX display controlled by a Broker Participant or R.E. Subscriber 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 Broker Participants and R.E. Subscribers. Except for the foregoing and subject to section (o) below, a Broker Participant’s or R.E. Subscriber’s IDX display may communicate the Broker Participant’s or R.E. Subscriber’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.

**(p) Making Corrections.** Broker Participants and R.E. Subscribers 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 Broker Participants and R.E. Subscribers beyond that supplied by the MLS and that relates to a specific property. Broker Participants and R.E. Subscribers 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 Broker Participants and R.E. Subscribers shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment.



**(q) Search Result Limitation.** Broker Participants and R.E. Subscribers shall limit the number of listings that a viewer may view, retrieve, or download to not more than 500 in response to any inquiry.

**(r) Advertising.** Deceptive or misleading advertising (including co-branding) on pages displaying IDX-provided listings is prohibited. For purposes of these rules, co-branding will be presumed not to be deceptive or misleading if the Broker Participant's and/or R.E. Subscriber's logo and contact information is larger than that of any third party.

**(s) Disclaimer.** Broker Participants and R.E. Subscribers shall indicate on their displays, in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar, notice:

*Based on information from the Tuolumne County Association of REALTORS® (alternatively, from the Tuolumne County MLS) as of <date on which the AOR/MLS data was obtained>. All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. 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 minimum information (e.g. a one-line or thumbnail search result, 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 the required disclosure.

**12.16.1 Notification by Authorized Participants and Subscribers.** Broker Participants and R.E. Subscribers partaking in the display of IDX information of other brokers' listings pursuant to Section 12.16 must notify the MLS before displaying said IDX information and must give the MLS direct access as well as allow access for other MLS Participants for purposes of monitoring/ensuring compliance with applicable rules and policies.

**12.16.2 Right to Charge for Download.** The MLS has the right to charge the costs of adding or enhancing its downloading capacity to Broker Participants and R.E. Subscribers who request downloading of listing information pursuant to Section 12.16.

**12.16.3 Listing Broker's Right to Opt Out of Internet Advertising of MLS Information.** If the A.O.R. advertises MLS information on the Internet or licenses MLS information for advertising on the Internet, the listing broker shall have the right to opt out of such advertising in accordance with the MLS's procedures for opting out. The listing broker also shall have the right to refuse to have listings displayed on a blanket basis or on a listing by listing basis in accordance with Section 12.16 by affirmatively notifying the MLS in accordance with the MLS procedures for opting out. Notwithstanding anything in these rules and regulations to the contrary, the A.O.R. reserves the right to determine whether to provide Internet advertising services and whether such services are to be made available to non-A.O.R. members.

**12.17 Website Name and Status Disclosure.** MLS Participants' firm websites 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 manner.

**12.18 Use of the Terms MLS and Multiple Listing Service.** No MLS Participant or Subscriber shall, through the name of their firm, their URLs, their e-mail addresses, their website addresses, or in any other way represent, suggest, or imply that the individual or firm is an MLS, or that they operate an MLS. Participants and Subscribers shall not represent, suggest, or imply that consumers or others have direct access to MLS databases, or that consumers or others are able to search MLS databases available only to Participants and Subscribers. This does not prohibit Participants and Subscribers from representing that any information they are authorized under MLS rules to provide to clients or customers is available on their websites or otherwise.

## EXCERPT

### TUOLUMNE COUNTY ASSOCIATION OF REALTORS® MULTIPLE LISTING SERVICE RULES & REGULATIONS Section 12.19 Virtual Office Websites (VOW) Policy

#### 12.19 Virtual Office Websites [“VOW”].

**Section 12.19.1 (a):** A Virtual Office Website (“VOW”) is a Participant’s 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 Listing Information, subject to the Participant’s oversight, supervision, and accountability. A non-principal broker or sales licensee affiliated with a Participant (i.e. Subscriber) may, with his or her Participant’s consent, operate a VOW. Any VOW of a Subscriber is subject to the Participant’s oversight, supervision, and accountability.

**(b)** As used in Section 12.19 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees (i.e. Subscribers) – 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 Subscriber, 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 Listing Information except in connection with operation of a VOW on behalf of one or more Participants. Access by an AVP to MLS Listing Information is derivative of the rights of the Participant on whose behalf the AVP operates a VOW.

**(d)** As used in Section 12.19 of these Rules, the term “MLS Listing Information” refers to active listing information and sold data provided by participants to the MLS and aggregated and distributed by the MLS to Participants.

**Section 12.19.2 (a):** The right of a Participant’s VOW to display MLS Listing Information 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”) as set forth in Rule 12.16.

**(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.

**Section 12.19.3 (a):** Before permitting any consumer to search for or retrieve any MLS Listing Information 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 the MLS has reason to believe that a Participant's VOW has caused or permitted a breach in the security of MLS Listing Information or a violation of MLS rules, the Participant shall, upon request of the 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 the 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 the MLS's ownership of, and the validity of the MLS's copyright in, the 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 the MLS, and other MLS Participants or their duly authorized representatives, to access the VOW for the purposes of verifying compliance with MLS rules and monitoring display of Participants' listings by the VOW. The Agreement may also include such other provisions as may be agreed to between the Participant and the Registrant.

**Section 12.19.4:** 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 (i.e. subscriber), 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.

**Section 12.19.5:** A Participant's VOW must employ reasonable efforts to monitor for, and prevent, misappropriation, "scraping", and other unauthorized use of MLS Listing Information. 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 the MLS

(NOTE: MLSs may adopt rules requiring Participants to employ specific security measures, provided that any security measure required does not impose obligations greater than those employed by the MLS.)

**Section 12.19.6 (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 the 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.

### **Section 12.19.7:**

**(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 the 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 and to Section 12.19.8, 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."

**Section 12.19.8:** 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 MLS 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.

**Section 12.19.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**Section 12.19.10:** Except as provided in these rules, the VOW Policy set forth in Exhibit A hereto or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**Section 12.19.11:** 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.

**Section 12.19.12:** 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®.

**Section 12.19.13:** A Participant who intends to operate a VOW to display MLS Listing Information must notify the MLS of its intention to establish a VOW and must make the VOW readily accessible to the MLS and to all MLS Participants for purposes of verifying compliance with these Rules, the VOW Policy set forth in Exhibit A hereto and any other applicable MLS rules or policies.

**Section 12.19.14:** 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.

**Section 12.19.15:** A Participant's VOW may not make available for search by, or display to, Registrants any of the following information:

- a. Expired, withdrawn, or pending ("under contract") 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.

**Section 12.19.16:** A Participant shall not change the content of any MLS Listing Information that is displayed on a VOW from the content as it is provided in the MLS. The Participant may, however, augment MLS Listing Information 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 Listing Information on VOWs or the display on VOWs of fewer than all of the listings or fewer than all of the authorized information fields.

**Section 12.19.17:** A Participant shall cause to be placed on his or her VOW in a manner readily visible to consumers but not less than 7pt type, the following, or substantially similar, notice:

*Based on information from the Tuolumne County Association of REALTORS® (alternatively, from the Tuolumne County MLS) as of <date on which the AOR/MLS data was obtained>. All data, including all measurements and calculations of area, is obtained from various sources and has not been, and will not be, verified by broker or MLS. 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 minimum information (e.g. a one-line or thumbnail search result, 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 the required disclosure.

A Participant’s VOW may include other appropriate disclaimers necessary to protect the Participant and/or the MLS from liability.

**Section 12.19.18:** A Participant shall cause any listing that is displayed on his or her VOW to identify the name of the listing firm and the listing broker or agent in a readily visible color, in a reasonably prominent location, and in typeface not smaller than the median typeface used in the display of listing data.

**Section 12.19.19:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 500 current listings and not more than 500 sold listings in response to any inquiry.

(Note: The number of listings that may be viewed, retrieved, or downloaded should be specified by the MLS in the context of this rule but may not be fewer than 100 listings or 5% of the listings in the MLS, whichever is less.)

**Section 12.19.20:** A Participant shall require that Registrants’ passwords be reconfirmed or changed every 90 days.

(Note: The number of days passwords remain valid before being changed or reconfirmed must be specified by the MLS in the context of this rule and cannot be shorter than 90 days. Participants may, at their option, require Registrants to reconfirm or change passwords more frequently.)

**Section 12.19.21:** 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.

**Section 12.19.22:** 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 the MLS, to identify the source of the listing.



**Section 12.19.23:** A Participant shall cause any listing displayed on his or her VOW obtained from other sources, including from another MLS or from a broker not participating in the MLS, to be searched separately from listings in the MLS.

**Section 12.19.24:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

**Section 12.19.25:** Where a seller affirmatively directs their listing broker to withhold either the seller's listing or the address of the seller's listing from display on the Internet, a copy of the seller's affirmative direction shall be provided to the MLS within 48 hours.