



## CONTRACT Broker Reciprocity Data Feed Agreement

**Note: This form is a legally binding contract between you and Realtor® Association of the Greater Pee Dee (RAGPD).**

Simultaneously or prior to submitting this form/contract, you must be a Broker Reciprocity Subscriber as a RAGPD Realtor® member and a participant in the MLS service.

**This form/contract must be completed in its entirety and signed by the designated broker of your firm (Participant –Broker-In Charge). There are no exceptions.** Once you have completed and signed this form, return to RAGPD, 1375 Celebration Blvd, Florence, SC, 29501 or email [lin@peedeerealtors.com](mailto:lin@peedeerealtors.com). The Effective Date of the Agreement will be the date that it is signed and dated by an authorized representative of RAGPD.

### **AGREEMENT**

1. This **AGREEMENT** is made and entered into by and among RAGPD and the real estate firm whose name and contact information appear on the signature page of this Agreement designated "Participants (Broker-In Charge), and the companies/individuals whose names and contact information appear on the signature pages of this Agreement designated "Licensee (3<sup>rd</sup> Party)", and Participants Member (Agent).
2. **RECITALS**  
Participant wishes to obtain, and RAGPD wishes to provide, data for the Participant's website, including the listing data of other real estate brokerages participating in RAGPD. Participant may wish to engage Licensee, i.e., other companies or individuals who are not employees of Participant's, 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.

**Broker Reciprocity Database or BR Data:** The current aggregate compilation of all active listings of all Broker Reciprocity Subscribers, including Copyrighted Data and Works, except those listings where the property seller has opted out of Internet publication by so indicating on the listing contract. RAGPD MLS owns the BR Data.

**Broker Reciprocity Subscriber or BRS:** A Participant which is 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.

#### **MLS Server:**

The computer server or servers, including both hardware and software, maintained by the RAGPD MLS which contains the BR Data and provides or provide the means for the Participant(s) and Licensee(s) to access the BR Data.

**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 procession, technical support, consulting, connection with the sale and appraisal of real property.

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**Rules:** The Rules and Regulations of the RAGPD/MLS, as amended from time to time, and any operating policies relating to the MLS Data and MLS promulgated by RAGPD MLS. The Rules are, at all times, an integral part of the terms of this Agreement. The Rules may include terms and limitations in addition to those set forth in this Agreement. In the event of any inconsistency, the terms of the Rules will govern. The RAGPD MLS may modify the Rules at any time at its sole discretion.

**Subscriber:** Any real estate broker, appraiser, or other real estate related business professional that purchases Multiple Listing Services from RAGPD directly.

**Subscriber Data:** Data relating to real estate for sale, previously sold or listed for sale, including the Broker Reciprocity Database, and data relating to Subscribers, entered into the current system by Subscribers and RAGPD. RAGPD owns the Subscriber Data.

## **RAGPD MLS OBLIGATIONS**

4. During the term of this Agreement, RAGPD grants to Participants a license to:
  - a. Display the BR Data on Participant's web site, subject to the use by the Participant being in compliance at all times with this Agreement and the Rules, as determined in the sole discretion of the MLS. With respect to each property listing, only the portion of BR Data indicated by the MLS is being for publication may be displayed and/or transmitted by the Participant; and
  - b. Make copies of the BR Data to the extent necessary to deliver the BR Data to consumers on Participant's web site.
5. During the term of this Agreement, RAGPD agrees to provide to Participants and its Licensees:
  - a. Access to the BR Data via the Internet using such information transfer system as may be utilized by the RAGPD MLS from time to time, under the same terms and conditions which RAGPD MLS offers the BR Data to other Broker Reciprocity Subscribers;
  - b. Access to the BR Data Shall be exclusively by the means, including the format and method of delivery, designated by the RAGPD MLS, which may in its sole discretion and upon reasonable prior notice, change the means and nature of access to the BR Data.
  - c. With respect to each listed property, or with respect to all listed properties, an indication of the portions of the BR Data that may be displayed and/or transmitted and/or any other requirement related thereto, with the understanding that such provisions may be governed globally by the Rules.
  - d. Notice of changes to the file and record formats of the *BR* Data.
  - e. Notice of changes to the Rules.
6. The RAGPD MLS shall not be obligated to make and changes to the MLS Server, including any software running on the MLS Server, the configuration, applicable protocols, or any other aspect of the MLS Server for any reason. The Participant and each Licensee acknowledges that the MLS Server, together with access to the BR Data, may from time to time be unavailable to the Participant and Licensee, whether because of technical failures or interruptions, intentional downtime for service or changes to the MLS Server or otherwise. The Participant and each Licensee agrees that any modification of the MLS Server, any interruption or unavailability of access to the MLS Server, or access to or use the BR Data shall not constitute a default under this Agreement. RAGPD MLS shall have no liability of any nature to the Participant or any Licensee for, and the Licensee and each Licensee waives all claims arising out of, any such modifications, interruptions, unavailability, or failure of access.

7. THE LICENSE GRANTED UNDER THIS AGREEMENT, INCLUDING ACCESS AND DISPLAY OF THE BR DATA, IS PROVIDED "AS IS", AND RAGPD MLS DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **PARTICIPANT'S AND LICENSEE'S OBLIGATIONS**

8. Participant shall comply with Rules at all times. The Participant and the Licensee acknowledge that each has received a copy of the Rules in the form as adopted by the RAGPD MLS as of the Effective Date and agree that each shall not use the BR Data in any manner except as in compliance with the requirements of the Rules. Without limiting the Rules in any way, this Agreement specifically requires
  - (i) that all use of any BR Data provided to the Participant or the Licensee by the RAGPD MLS pursuant to this Agreement or obtained in any other manner shall identify the listing Participant and listing agent for each listed property, with all listing firms and agents being shown and identified in the same manner and (ii) ***the BR Data shall be refreshed at least every twelve (12) hours for the use by the Participant's web site.***
9. Participant acknowledges RAGPD ownership of the copyrights in the Subscriber Data and the BR Data, including but not limited to all Copyrighted Data and Works, is and shall remain at all times with the RAGPD MLS or with the third parties, such as photographers who may retain ownership.
10. Participant and Licensee(s), each shall comply with the requirements set forth below relating to Copyrighted Data and Works.
11. The Participant and the Licensee(s), each on its own behalf and on behalf of its employees, agents, contractors and any other information technology consultants which the Firm or Consultant(s) may use, agrees to not directly or indirectly disclose, display, provide, publish, sell, copy reproduce, transfer, grant access to or sublicense the BR Data or for any purpose other than that expressly intended by this Agreement in any manner or which is not in full compliance with the terms of this Agreement and with the Rules. In the event that Participant or Licensee desires to make the BR Data available to any third party, Participant and Licensee each agree to require such third party to execute this Agreement and become a Licensee.
11. If RAGPD MLS notifies Participant of a breach of the Rules or this Agreement and Participant does not cure such breach within 14 days, Participant agrees that RAGPD MLS may seek cure for such breach from the Licensees, or any one of them, and hereby authorizes such Licensees to act immediately to cure the breach that is within Licensee's control without further action by Participant. Licensee agrees to cooperate with RAGPD MLS and act immediately upon notification by RAGPD MLS of an uncured breach by Participant.
13. Participant and the Licensee each shall notify RAGPD MLS within five (5) business days of any change to the information on the signature page below relating to the Participant or a Licensee.

## **COPYRIGHTED DATA AND CONFIDENTIAL INFORMATION**

14. "Copyrighted Data and Works" is and includes all copyrightable works, including, but not limited to, photographs, images, graphics, audio and video recordings, virtual tours, drawings, descriptions, remarks, narratives, pricing information, any details related to listing property and all other works fixed in any tangible medium of expression and created by or for a Subscriber and/or the RAGPD MLS. Copyrighted Data and Works include, but are not limited to, the following types of information, data, and other information of a similar nature (whether in oral, visual, audio, written or other form):
  - (i) Subscriber Data and BR Data;
  - (ii) Documentation and other tangible or intangible discoveries, ideas, concepts, designs, drawings, specifications, models, information;
  - (iii) Software, source code, object code, diagrams, flow charts;
  - (iv) Techniques, procedures;
  - (v) IP addresses, access codes and passwords; and
  - (vi) Any information that the RAGPD MLS creates and is protectable by copyright.
15. Participant and Licensee(s) each acknowledges and agrees that the BR Data consists of proprietary, original works of authorship of the RAGPD MLS, may consist of information for which the RAGPD MLS has sufficient rights to grant this license, and is protected under United States copyright law. Title to Copyrighted Data and Works remains at all times with the RAGPD MLS or with the third parties, such as photographers who may retain ownership. Title to any Copyrighted Data and Works created by the Participant or a Licensee or their employees or agents as a result of obtaining or utilizing any Copyrighted Data and Works of the RAGPD MLS or a Subscriber shall be held in the name of the RAGPD MLS. To the extent necessary, any such Copyrighted Data and Works shall be deemed a work made for hire under the United States copyright laws as a work specially ordered or commissioned for use as supplementary work and the RAGPD MLS shall own all title and rights therein. Participant and Licensee each agrees that it will not challenge or take action inconsistent with the RAGPD MLS ownership of or rights to the BR Data as described herein.
16. Participant shall comply with the requirements relating to Confidential Information set forth below. In the event that Participant desires to make the BR Data or the Confidential Information available to any third party for the sole purpose of performing data downloading, manipulation or formatting, programming or web design, Participant agrees to require such third party to execute this Agreement and become a Licensee.
17. Participant agrees not to modify content except as approved in writing in advance by RAGPD.
18. If RAGPD notifies Participant of a breach of the Rules or this Agreement and Firm does not cure such breach immediately (within 14 days), Participant agrees that RAGPD may seek cure from the Licensees, or any one of them and hereby authorizes such Licensees to act immediately to cure the breach that is within Licensee's control without further action by Participant. Licensee agrees to cooperate with RAGPD MLS and act immediately upon notification by RAGPD MLS of an uncured breach by Participant.
19. Firm shall notify RAGPD within five (5) business days of any change to the information relating to Participant on the Participant Information and Signature page below.

## **CONSULTANTS' OBLIGATIONS**

20. If RAGPD notifies Participant of a breach of the Rules or this Agreement and Participant does not immediately cure such breach [**\*\*SEE NOTE ABOVE CONCERNING CURE PERIODS**], RAGPD may contact Licensee to cure any such breach that is within Licensee's control. Licensee agrees to cooperate with RAGPD and act immediately upon notification by RAGPD of an uncured breach by Participant.

21. Each Licensee acknowledges RAGPD ownership of the copyrights in the Subscriber Data and the BR Data and agrees not to challenge such ownership.
22. Each Licensee shall comply with the requirements relating to Confidential Information set forth below.
23. Licensee shall not modify content except as approved in writing by RAGPD.
24. Each Licensee shall notify RAGPD within five (5) business days of any change to the information relating to it on the Licensee Information and Signature page below.

## **COMPENSATION**

25. **License Fee:** RAGPD requires Licensee, who request RETS, to become IDX Affiliate by submitting an annual fee based on number of member-clients for license granted herein. Fee subject to change annually. Licensee required to provide report of member-clients no fewer than 12 (twelve) times per year to maintain compliance for license granted herein.

## **CONFIDENTIAL INFORMATION**

26. **“Confidential Information”** is information or material proprietary to RAGPD or designated “confidential” by RAGPD and not generally known to the public that Participants or Licensees or any one of them (the Receiving Party”) may obtain knowledge of or access to as a result of access 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 BR 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. IP addresses, access codes and passwords; and
  - f. Any information that RAGPD obtains from any third party that RAGPD treats as proprietary or designates as Confidential Information, whether or not owned or developed by RAGPD.
27. **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 RAGPD, to the extent of such consent;
  - d. Becomes known to the Receiving Party from a source other than RAGPD 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 RAGPD; or
  - e. Is required to be disclosed by judicial order or other compulsion of law, provided that the Receiving Party provides to RAGPD prompt notice of any such order.
28. **Title.** The Receiving Party acknowledges that title to the Confidential Information remains at all times with RAGPD or with the third parties in whom title existed prior to this Agreement or prior to disclosure by RAGPD.

29. **Notices.** Receiving Party agrees to display RAGPD's copyright notice, disclosures and identifying logo (mark) on each page where RAGPD's content is displayed.
30. **Restrictions on Use – Scope of Use.** The Participant and any Licensee will use or access the BR Data only as expressly permitted under this Agreement and the Rules and as indicated by the RAGPD MLS as to the portions of the BR Data that may be displayed or published. The Participant and any Licensee will not use its access to the BR Data for any other purpose. The Participant and any Licensee will employ measures to protect the BR Data at least as rigorously as it protects its own copyrighted material, but in no event with the exercise of less than reasonable care.
31. **Restrictions on Use – Unauthorized Uses.** The Participant and any Licensee will not use, publish, display, or transmit, and will not make copies of the BR Data except as necessary to effect the purposes of this Agreement and the Rules. At no time and under no circumstances will the Participant or any Licensee reverse engineer, decompile, or disassemble any software constituting part of the BR Data. The Participant and any Licensee will not incorporate the BR Data into any other work or product other than expressly provided in this Agreement or in the Rule.
32. **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 Licensees or independent contractors, without prior written consent from RAGPD. If RAGPD grants consent, the Receiving Party will execute an agreement with the third party that imposes the confidentiality obligations on the third party as that imposed by this Agreement on the Receiving Party.
33. **Restrictions on Use – Location Restriction.** The Receiving Party will not remove the Confidential Information from its principal place of business without RAGPD's prior written consent. In the event RAGPD grants consent, the Receiving Party is not relieved of any of its obligations under this Agreement.
34. **Termination and Return of Materials.** With receipt of notice of termination by RAGPD, the Receiving Party will return to RAGPD all Confidential Information and all other materials provided by RAGPD 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 RAGPD, an officer of the Receiving Party will certify in writing that all materials have been returned to RAGPD and all magnetic or computer data have been destroyed.

## **TERM AND TERMINATION**

35. The term of this Agreement begins on the "Received Date" set forth on the "Realtor® Association of the Greater Pee Dee, Inc. Licensee Information and Signature" page to follow. RAGPD has the right at any time and in its sole discretion to terminate this Agreement and may review and increase fees on an annual basis. This Agreement shall terminate upon the occurrence of any of the following events:
- Realtor® Association of the Greater Pee Dee, Inc. shall have the right at any time and in its sole discretion, with or without cause, to terminate this Agreement. The Participant has the right at any time and in its sole discretion, with or without cause, to terminate this Agreement and in such case this Agreement with the Licensee shall also terminate. The Licensee has the right at any time and in its sole discretion, with or without cause, to terminate this Agreement as to the Licensee, but such termination by the Licensee shall not terminate this Agreement as to the Participant. Any termination of Participant's privileges as a Subscriber by RAGPD MLS to purchase Multiple Listing Services shall automatically also be a termination of this Agreement. As provided below, the respective Participant's and Licensee's Obligations shall survive and termination of this Agreement.

- a. RAGPD's notice to Participant that this Agreement is terminated.
- a. Participant's notice to RAGPD that it no longer intends to display IDX Data on its web site.
- b. Upon suspension or termination of Participant's membership and/or privileges as a Subscriber by RAGPD for any reason, including but not limited to non-payment of financial obligations (termination shall be immediate and without prior notification).

## GENERAL PROVISIONS

36. **Survival of Obligations.** The obligations of Participant set forth under "Participant's Obligations" above and the obligations of Licensees under "Licensees' Obligations" above shall survive the termination or expiration of this Agreement. The obligations of Participant and the Licensee, including but not limited to those set forth under "Participant's and Licensee's Obligations" above shall survive the termination or expiration of this Agreement.
37. **RAGPD Remedies.** Because of the unique nature of the Subscriber BR Data including but not limited to the Copyrighted Data and Confidential Information, Participant and Licensees acknowledge that RAGPD would suffer irreparable harm in the event that any of them breaches its obligation under this Agreement, and that monetary damages might be inadequate to compensate RAGPD for a breach. RAGPD 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 Participants or Licensees or any one of them, without showing or proving any actual damages sustained by RAGPD.
38. **Attorney's fees.** If RAGPD 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 RAGPD's reasonable attorney's fees and costs for such legal action.
39. **Limitation of Liability.** RAGPD's liability to Participant and Licensees for damages under this Agreement, whether in contract or tort, shall be limited to the aggregate amounts paid by Participant and Licensees to RAGPD, if any, under this Agreement. Participant's and Licensees' only other remedy shall be termination of this Agreement. RAGPD shall not be liable for any incidental or consequential damages under any circumstances, even if RAGPD has been advised of the possibility of such damages. RAGPD shall have no liability for inaccuracies in the BR Data or the Subscriber Data.
40. **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.
41. **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.
42. **No Assignment.** Neither Participant or Licensees, 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 RAGPD, which consent may be withheld in the sole discretion of the RAGPD.
43. **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.

44. **Applicable law.** This Agreement is governed by and enforced according to the laws of the State of South Carolina.

45. **Legally Binding.** This Agreement shall be binding upon and shall inure to the benefit of the respective parties, their successors, and assigns (subject to the above stated assignment prohibition)



## IDX TERM SHEET/CONTRACT

Between the Multiple Listing Service of REALTOR® Association of the Greater Pee Dee  
and the below listed participant, Participant's Member and Licensee


\*\* Will not be accepted unless all blanks are filled in \*\*

1. Participant's (BIC) Name:           **Printed Name - Broker**            
 Company Name:           **Broker - Company Name**            
 Company Address:           **Broker - Street Address, City, State, Zip:**            
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
2. Name of Participant's Agent Member:           **Printed Name - Agent**
3. Name of Licensee (3<sup>rd</sup> Party Vendor):           **Chime Technologies, Inc.**            
 Address of Licensee (3<sup>rd</sup> Party Vendor):           **2828 N Central Avenue, 7th Floor,**            
 City:           **Phoenix**           State:           **AZ**           Zip:           **85004**            
 Phone Number of Licensee (3<sup>rd</sup> Party Vendor):           **+1 (480) 605-2365**            
 Email Address of Licensee (3<sup>rd</sup> Party Vendor):           **mls\_support@chimeinc.com**
4. Business Operated by Licensee (3<sup>rd</sup> Party Vendor):           **IDX Website and CRM**
5. Purpose for access to Licensed Data:           **Access to REALTOR® Association of the Greater Pee Dee MLS IDX Data Feed for the purpose of providing an IDX Website feature for Participant or Participant's Member.**
6. Description of Licensed Data to which access is granted:           **RAGPD MLS IDX Data Consisting of Active, Contingency status of 3 years sold properties.**
7. Website URL(s) which access is granted:           **URL to be used when website is live**
8. Parties (if any), other than Licensee granted to Confidential information: \_\_\_\_\_  
 \_\_\_\_\_
9. Compensation Agreement: yes, Amount TBD (see page 4)
10. Effective Date:           **Upon signature by all parties and delivery of data access to Licensee.**

**PARTICIPANT (BROKER-IN-CHARGE):**  
          **Signature - Broker**            
 \_\_\_\_\_  
*Signature*  
 Name:           **Printed Name - Broker**            
           *Please Print*  
 Date:           **Date signed - Broker**          

**PARTICIPANT'S MEMBER (AGENT):**  
          **Signature - Agent**            
 \_\_\_\_\_  
*Signature*  
 Name:           **Printed Name - Agent**            
           *Please Print*  
 Date:           **Date signed - Agent**          

**PROVIDER:**  
 \_\_\_\_\_  
*Signature*  
 Name:           **Lin Ziskoski, MLS Director**            
           *Please Print*  
 Date: \_\_\_\_\_

**LICENSEE (THIRD PARTY VENDOR):**  
 \_\_\_\_\_  
 DocuSigned by:  
  
 \_\_\_\_\_  
*Signature*  
 Name:           **Myla Landayan**            
           *Please Print*  
 Date: \_\_\_\_\_

**PDRA MLS 3<sup>rd</sup> Party Access Confidentiality & Nondisclosure Agreement (IDX Agreement)**  
 (This is part of the REALTOR® Association of the Greater Pee Dee MLS Rules, dated 11/20, in its entirety Section 16, pages 25-29)

## **Internet Data Exchange (IDX)**

**Section 16—IDX Defined:** IDX affords MLS Participants the ability to authorize limited electronic display 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 listing. (Amended 5/17)

**Section 16.1—Authorization:** Participants' consent for display of their listings by other Participants pursuant to these rules and regulations must be established in writing. If a Participant withholds consent on a blanket basis to permit the display of that Participant's listings, that Participant may not download, frame, or display the aggregated MLS data of other Participants. Even where participants have given blanket authority for other participants to display their listings on IDX sites, such consent may be withdrawn on a listing-by-listing basis where the seller who has prohibited all Internet display. (Amended 5/12)

**Section 16.2—Participation:** Participation in IDX is available to all MLS Participants who are REALTORS® who are engaged in real estate brokerage and who consent to the display of their listings by other participants. (Amended 11/09)

**Section 16.2.1** - Participants must notify the MLS of their intention to display IDX information and must give the MLS direct access for purposes of monitoring/ensuring compliance with applicable rules and policies. (Amended 5/12)

Participants, their Brokers, and Webmasters must read and sign the *Broker Reciprocity/IDX Agreement* document prior to receiving authorization/access to data feed.

**Section 16.2.2** – MLS Participants may not use IDX-provided listings for any purpose other than display provided for in these rules. This does not require participants to prevent indexing of IDX listings by recognized search engines. (Amended 5/12)

**Section 16.2.3** – Listings including property addresses can be included in IDX displays except where a seller has directed their listing brokers to withhold their listing or the listing's property address from all display on the Internet (including, but not limited to, publicly-accessible websites or VOW; s) or other electronic forms of display or distribution. (Amended 5/17)

1. The only time you would put "No" for VOW include, VOW Address, VOW Comment, VOW AVM, is when the client does not wish to have their information put out in any form of advertising. (Adopted 11/20)

**Section 16.2.4** – Participants may select the listings they choose to display through IDX based only on objective criteria including, but not limited to, factors such as geography or location (“uptown,” “downtown.” etc.), list price, type of property (e.g., condominiums, cooperatives, single-family detached, multi-family) cooperative compensation offered by listing brokers, type of listing (e.g., exclusive right-to-sell or exclusive agency), or the level of service being provided by the listing firm. Selection of listings displayed through IDX must be independently made by each participant. (Amended 5/17)

**Section 16.2.5** – Participants must refresh all MLS downloads and IDX displays automatically fed by those downloads at least once every twelve (12) hours. (Amended 11/14)

**Section 16.2.6** – 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. (Amended 5/12)

**Section 16.2.7** – Any IDX display controlled by a participant must clearly identify the name of the brokerage firm under which they operate in a readily visible color and typeface. For purposes of the IDX policy and these rules, “control” means the ability to add, delete, modify, and update information as required by the IDX policy and MLS rules. (Amended 5/12)

**Section 16.2.8** – Any IDX display controlled by a participant or 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,

either or both of those features shall be disabled or discontinued for the seller’s listings 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 participants. Except for the foregoing and subject to Section 16.2.9, a participant’s IDX display may communicate the participants’ professional judgment concerning any listing. Nothing shall prevent an IDX display from notifying its customers that a particular feature has been disabled at the request of the seller. (Amended 5/12)

**Section 16.2.9** – Participants shall maintain a means (e.g., email address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property. Participants 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 the property explaining why the data or information is false. However, participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. (Amended 5/12)

**Section 16.2.10** – An MLS Participant (or where permitted locally, an MLS Subscriber) may comingle the listings of the other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS Participant (or MLS Subscriber) holds participatory rights in those MLSs. As used in the policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data 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.

**Section 16.2.11** – Participants shall not modify or manipulate information relating to other participants listings. MLS Participants 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.

**Section 16.2.12** – All listings displayed pursuant to IDX shall identify the listing firm 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. \* (Amended 05/17)

\*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 device’s application. (Amended 5/17)

**Section 16.3—Display:**

Display of listing information pursuant to IDX is subject to the following rules:

**Section 16.3.1**—Listings displayed pursuant to IDX shall contain only those fields of data designated by the MLS. Display of all other fields (as determined by the MLS) is prohibited. Confidential fields intended only for other MLS participants and users (e.g., cooperative compensation offers, showing instructions, property security information, etc.) may not be displayed.

**Section 16.3.1.1**- The type of listing agreement (e.g., exclusive right to sell, exclusive agency, etc.) may not be displayed (Amended 5//12)

**Section 16.3.4**—All listings displayed pursuant to IDX shall identify the listing agent.

**Section 16.3.5**—Non-principal brokers and sales licensees affiliated with IDX Participants may display information available through IDX on their own websites subject to their Participant’s consent and control and the requirements of state law and/or regulation.

**Section 16.3.7**— All listings displayed pursuant to IDX shall show the MLS as the source of the information. (Amended 5/17)

**Section 16.3.8** — Participants (and their affiliated licensees, if applicable) shall indicate on their websites that IDX information is provided exclusively for consumers’ personal, non-commercial use and, that may not be used for any purpose other than to identify prospective properties consumers may be interested in purchasing, and that the data is deemed reliable but is not guaranteed accurate by the MLS. The MLS may, at its discretion, require use of other disclaimers as necessary to protect participants and/or the MLS from liability. (Amended 5/17)

\*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 device’s application (Amended 05/17)

**Section 16.3.9**— The data consumers can retrieve or download in response to an inquiry shall be determined by the MLS by in no instance shall be limited to fewer than five hundred (500) or fifty percent (50%) of the listings available for IDX display, whichever is fewer. (Amended 11/17)

**Section 16.3.10**— The right to display other Participants’ listings pursuant to IDX shall be limited to a Participant’s office(s) holding participatory rights in this MLS.

**Section 16.3.11**—Listings obtained through IDX feeds from REALTOR® Association MLSs where the MLS participant holds participatory rights must be displayed separately from listings obtained from other sources. Listings obtained from other sources (e.g., from other MLSs, from nonparticipating brokers, etc.) must display the source from which each such listing was obtained. *\*(Amended 5/17)*

*\*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 device’s application (Amended 05/17)*

**Note:** An MLS participant (or where permitted locally, an MLS subscriber) may co-mingle the listings of other brokers received in an IDX feed with listings available from other MLS IDX feeds, provided all such displays are consistent with the IDX rules, and the MLS participant (or MLS subscriber) holds participatory rights in those MLSs. As used in this policy, “co-mingling” means that consumers are able to execute a single property search of multiple IDX data feeds resulting in the display of IDX information from each of the MLSs on a single search result page; and that participants may display listings from each IDX feed on a single webpage or display. (Adopted 11/14)

**Section 16.3.12** - Display of expired, withdrawn, or sold listings is prohibited. *\**  
(Amended 02/16)

**\*Note:** If “sold” information is publicly accessible, display of “sold” listings may not be prohibited. (Adopted 11/14)

**Section 16.3.13** - Display of seller’s (s’) and /or occupant’s (s’) name(s), phone number (s), and email address (es) is prohibited.

**Section 16.3.16** – 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 participant’s logo and contact information is larger than that of any third party. (Amended 11/09)

**Section 16.4 - Service Fees and Charges:** Service fees and charges for participation in IDX shall be as established annually by the Board of Directors. (Amended 5/05)