

**CAROLINA DATA SHARE/INTERNET DATA EXCHANGE**  
(REVISED DECEMBER 2010)

**SECTION 16: CAROLINA DATA SHARE/INTERNET DATA EXCHANGE**

**SECTION 16.1: DEFINITIONS:**

(a) “**Carolina Data Share**” (or “**CDS**”) is a collaborative service of a group of multiple listing services each predominantly conducting its business in North Carolina or a state adjacent to it and each referred to here as an “CDS MLS,” to offer IDX, as defined below, in North Carolina and adjacent states.

(b) “**IDX,**” or Internet Data Exchange, is a tool that allows CDS/IDX Participants, as defined below, to display the listings of other CDS/IDX Participants on their respective websites. Under an IDX policy, brokers exchange consent to display one another’s listings on the Internet. IDX refers strictly to brokers displaying other brokers’ listings with express permission.

(c) “**CDS/IDX Participant**” is an authorized Participant of any CDS MLS that permits the display of its listings on websites of other CDS/IDX Participants in CDS MLSS subject to these Rules. A CDS/IDX Participant is identified as the authorized firm, i.e., the entity, regardless of whether the Participant of an individual MLS is identified as a firm or an individual. The term “Participant” refers to persons and firms satisfying the definition of that term in the policies of at least one of the CDS MLSS.

(d) “**CDS/IDX Database**” is the current aggregate compilation of all active and conditional listings of all CDS/IDX Participants, except those listings where the Seller or listing broker has opted out of Internet publication by so indicating on the listing contract or otherwise in the MLS system. Listings or property addresses of sellers who have directed their listing brokers to withhold their listing or property address from display on the Internet (including, but not limited to, publicly-accessible websites or VOWs) shall not be accessible via CDS/IDX sites. Display of listings is subject to any applicable state law. (For example, North Carolina law presently requires disclosure of the existence of a contingent purchase agreement on an active listing.) A “Conditional” listing is one subject to a signed purchase agreement but which is still available for showing, back-up offers, etc. Any CDS MLS in which any office of a CDS/IDX Participant holds participatory rights may demand a copy of the listing agreement or the Seller’s written instruction to withhold the listing from CDS/IDX, which the CDS/IDX Participant must provide within three business days. *(Amended 04-10)*

(e) “**Seller**” is the person or entity described as such in an Exclusive Right to Sell listing agreement or an Exclusive Agency listing agreement with respect to the property in question.

(f) “**Subscribers**” with regard to a given CDS/IDX Participant, are those non-principal brokers or licensees affiliated with the CDS/IDX Participant’s office.

(g) “**CDS/IDX Subscriber**” is an authorized Subscriber of any CDS MLS that displays CDS/IDX data on its website.

**SECTION 16.2: PARTICIPATION PRESUMED:** Each CDS MLS will presume that each Participant in it is a CDS/IDX Participant, unless the Participant informs the MLS to the contrary in writing or via electronic means provided by the MLS.

**SECTION 16.3: PUBLICATION PERMITTED:** A CDS/IDX Participant may republish all or any portion of the CDS/IDX Database on the Internet, in accordance with the provisions of these Rules and in keeping with any policies that the CDS MLS may adopt from time to time. Unless expressly contravened by the provisions of these Rules, all other MLS rules and regulations remain in full force and effect. Use of the CDS/IDX Database is subject to these Rules, to the Code of Ethics of the National Association of REALTORS<sup>®</sup>, to the extent it regulates the display of other brokers’ listings on websites and to applicable state laws of North Carolina and other states to the extent the same may apply.

**SECTION 16.4: ELIGIBILITY TO DISPLAY CDS/IDX DATABASE:** To display listings of other CDS/IDX Participants, a Participant must be engaged in real estate brokerage and must be at all times compliant with applicable rules and regulations of any applicable regulatory body, including, but not limited to, the rules and regulations of the North Carolina Real Estate Commission for brokers licensed in North Carolina. For the purposes of these Rules, the Listing Brokerage (defined as the firm who contracts as the agent of a property owner) includes the Participant (firm) who is a party to the listing agreement with the Seller, as well as the Participant’s Subscribers. *(Amended 04-10)*

**SECTION 16.5: REQUIRED AND PROHIBITED FIELDS AND RECORDS:** An Internet republication of another CDS/IDX Participant’s listing must contain those fields defined, from time to time, as required for CDS/IDX displays, and may not contain fields of data identified as prohibited for CDS/IDX displays. The required fields are listing office name, listing number, status and the CDS/IDX icon. The prohibited fields are all those fields not included in the data feed the CDS MLSs provide to the CDS/IDX Participant. The fields listed in Appendix A are provided but may not be displayed. CDS MLSs may amend the lists of required and prohibited fields subject to the terms of the agreement among them establishing the CDS.

**SECTION 16.6: CDS/IDX PARTICIPANT NEED NOT DISPLAY ALL LISTINGS:** A CDS/IDX Participant may select the listings of other CDS/IDX Participants it chooses to display on its CDS/IDX website only based on objective criteria including, but not limited to, geography or location (“uptown,” “downtown,” etc.), list price or 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 on any CDS/IDX site must be independently made by each Participant. If a CDS/IDX Participant displays less than all the records in the CDS/IDX Database, the CDS/IDX Participant’s website must include a disclosure to consumers stating, “Some CDS/IDX listings have been excluded from this website.” *(Amended 04-10)*

**SECTION 16.7: SELLER INSTRUCTIONS HONORED:** Any CDS/IDX site 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 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 participants' Web sites. Except for the foregoing and subject to Section 8, a CDS/IDX Participant's Web site may communicate the participant's professional judgment concerning any listing. Nothing shall prevent a CDS/IDX site from notifying its customers that a particular feature has been disabled at the request of the seller. *(Amended 04-10)*

**SECTION 16.8: FALSE DATA OR INFORMATION:** CDS/IDX participants shall maintain a means (e.g., e-mail address, telephone number) to receive comments about the accuracy of any data or information that is added by or on behalf of the participant beyond that supplied by the MLS and that relates to a specific property displayed on the CDS/IDX site. CDS/IDX 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, CDS/IDX participants shall not be obligated to remove or correct any data or information that simply reflects good faith opinion, advice, or professional judgment. *(Amended 04-10)*

**SECTION 16.9 DISPLAY OF IDX/CDS INFORMATION BY REAL ESTATE FRANCHISE ORGANIZATIONS:** Participants may provide IDX/CDS information to their respective real estate franchise organizations ("franchisors") to be indexed for display on such franchisors' websites, subject to the following requirements and limitations. Failure of a franchisor to comply with the following requirements and limitations can, at the discretion of CMLS, result in suspension or termination of the participant's(s') authority to provide IDX/CDS information to the franchisor.

- a. Initial search results that provide minimal information (e.g., "thumbnails") are exempt from MLS-required disclosures (e.g., listing firm, source of information, notice that information is deemed reliable but is not guaranteed accurate) provided that a direct link to a detailed ("full view") display that includes all required disclosures is provided.
  - b. Consumers can link directly to a detailed ("full view") display that complies with disclosure/display rules of the source MLS.
  - c. IDX/CDS information cannot be used for any unauthorized purpose.
  - d. Inaccurate or incomplete information related to any listing must be promptly corrected by the franchisor at the request of the source MLS.
  - e. No advertising may appear on pages displaying IDX/CDS information.
  - f. IDX/CDS listing information cannot be modified, manipulated, or permanently retained.
- (Adopted 11/10)*

**Note:** For purposes of this policy, "real estate franchisor" is defined as a company granting real estate brokerage franchises under the franchisor's trademarks pursuant to a franchise disclosure document meeting applicable Federal Trade Commission rules.

## **SECTION 16.10: DISPLAYS:**

- (a) A display of another CDS/IDX Participant's listing(s) may not include in the body of the listing any contact information or branding of the CDS/IDX Participant who owns the website, any of its Subscribers, or any third party. The body of the listing is defined as a rectangular space the borders of which are delimited by the utmost extent in each direction of the listing text and photo data.
- (b) Except as provided in the last sentence of this section, every display of another Participant's listing must bear the approved CDS/IDX icon, the listing office name, the listing number and the status immediately adjacent to the property information. Each of these required items must be reasonably visible and legible to a site visitor, for example, no tiny text or gray text on gray background. Text must appear in a type size equal to or greater than the median size used for listing data on the page. In the event that an CDS/IDX website displays a map showing the locations of listings matching a consumer's search with icons or "push-pins," and a site visitor may display a "pop-up" or "balloon" over the icon or push-pin by clicking or holding the mouse over it, the elements required in the first sentence need not be displayed in the pop-up or balloon, provided one of the following is true: (i) the consumer can click on the pop-up or balloon and view a page, including the listing information and the required elements; or (ii) there is a display elsewhere on the page on which the map appears that includes the listing information and the required elements for all such listings on the map.
- (c) No display of another Participant's listing may include the listings or property addresses of sellers who have chosen to withhold their listings or addresses from display on other Brokers' CDS/IDX sites. Notwithstanding this prohibition, listing brokers may display on their own sites the listings and property addresses of consenting sellers.
- (d) CDS/IDX Participants are advised to review applicable rules and regulations of any applicable regulatory body, including but not limited to, the North Carolina Real Estate Commission articles and rules on advertising to ensure compliance with state law for brokers licensed in North Carolina.

**SECTION 16.11: MODIFICATION OF LISTINGS:** A CDS/IDX Participant may not modify or manipulate the data relating to another CDS/IDX Participant's listing. (This is not a limitation on the design of the site but refers to the actual data.)

**SECTION 16.12: DISCLOSURE/DISCLAIMER REQUIRED:** Any Web page display, including another Participant's listing, must display the following disclosure/disclaimer: "The data relating to real estate on this website derive in part from the Carolina Data Share/Internet Data Exchange program. Brokers make an effort to deliver accurate information, but buyers should independently verify any information on which they will rely in a transaction. All properties are subject to prior sale, change or withdrawal. Neither [name of website owner] nor any listing broker shall be responsible for any typographical errors, misinformation, or misprints, and they shall be held totally harmless from any damages arising from reliance upon this data. This data is provided exclusively for consumers' personal, non-commercial use and may not be used for any purpose other than to identify

prospective properties they may be interested in purchasing. © 201\_ Carolina Data Share and its constituent multiple listing services.”

**SECTION 16.13: ADDITIONAL FUNCTIONS AND CONTENT:** A CDS/IDX Participant may, subject to the requirements of these Rules, display generic links or “buttons” (such as “Map” or “Tax Info”) on listings of other CDS/IDX Participants. If the CDS/IDX Participant displays data from other sources, such as property tax records, sales histories from public records, etc., such data must be segregated on the page from the other CDS/IDX Participants’ listings and the source of such data clearly identified.

**SECTION 16.14: PARTICIPANT CONTROL AND BRANDING:**

(a) Any website that displays any portion of the CDS/IDX Database must be under the actual and apparent control of a single Participant who is a CDS/IDX Participant, and must be advertised as that CDS/IDX Participant’s website. Actual control means that the CDS/IDX Participant has either built the website for its own use with internal resources, or obtained technology for the website under an agreement with a third party that provides the CDS/IDX Participant final control over the operations of the website. Apparent control means that a reasonable consumer viewing the website would conclude that it is under the control of the CDS/IDX Participant. The following are currently conclusively deemed to be evidence of apparent control: that the CDS/IDX Participant’s branding is more prominent than that of any other entity, and that the domain name and branding on the website distinguish the CDS/IDX Participant from non-participating firms, e.g., from other franchisees of the same franchise, if applicable.

(b) The CDS/IDX Participant shall include brokerage branding on any page of its website displaying any portion of the CDS/IDX Database, or where visitors can initiate a search that displays any portion of the CDS/IDX Database, including pages framed by a CDS/IDX Subscriber’s website. The CDS/IDX Participant’s branding shall appear at the top of the page and shall consist, at a minimum, of the brokerage firm’s full name with all text displayed in such a manner as to clearly communicate that the brokerage is the source of the data. The display will be as clearly legible as the listing data on the same page. Brokerage firm name here means the full name of the firm as registered with each CDS MLS in which the firm participates (e.g., “Century 21” or “RE/MAX” is not sufficient; it must include the entire firm name). The “Realtor® Code of Ethics” might require further information, such as state of licensure.

**SECTION 16.15: LIMITED USE STATEMENT; END-USER LICENSING AGREEMENT:** Before displaying any of the CDS/IDX Database, the CDS/IDX Participant’s website must alert the consumer that use of the CDS/IDX data is subject to an end user license agreement in the form prescribed by the CDS MLSs, if any and as amended from time to time. For example, this requirement would be deemed satisfied if the “search” button or other button the consumer clicks to activate a search is immediately adjacent to a link that legibly states, “Use of this site is subject to a license agreement to which you agree by performing a search” that links to the entire end-user license agreement CDS MLSs have adopted.

**SECTION 16.16: CO-MINGLING:** Except as permitted by these Rules or by the Data Share Agreement between the CDS MLSs, the CDS/IDX Participant's website may not co-mingle the CDS/IDX Database with listing data content from other sources, and any other listing content must be accessed via a separate search on other pages of the Participant's website. "Co-mingling" is the ability for a website to execute a single search that searches any portion of the CDS/IDX Database at the same time it searches listing data from any other source or the display on a single webpage of any portion of the CDS/IDX Database and listing data from any other source. The foregoing notwithstanding, the CDS/IDX Participant's website may co-mingle the CDS/IDX Database with listings from other multiple listing services, even if those multiple listing services are not part of the CDS/IDX service.

**SECTION 16.17: FREQUENCY OF UPDATES:** A CDS/IDX Participant must update the CDS/IDX information on its Internet website no less frequently than every 72 hours. The CDS/IDX Participant's CDS/IDX website must indicate the date of the last update of data.

**SECTION 16.18: CDS/IDX SUBSCRIBER SITES:** All Subscribers' websites displaying CDS/IDX listings are subject to the CDS/IDX Participant's control. CDS/IDX Subscribers' websites may display CDS/IDX listings only subject to an agreement prescribed by the CDS MLSs among the CDS/IDX Participant, the CDS/IDX Subscriber, the CDS/IDX website vendor, and a CDS MLS in which the CDS/IDX Participant participates, and all such displays are subject to these Rules including, without limitation, Rules applicable to Participant control and branding. CDS/IDX Participants may operate multiple websites displaying the CDS/IDX Database, each of which meets the requirements of these Rules applicable to Participant control and branding, but which gives the appearance of being websites jointly branded by the CDS/IDX Participant and one or more of its CDS/IDX Subscribers.

**SECTION 16.19: CDS/IDX DATA FOR WEBSITES ONLY:** CDS/IDX Participants may not use CDS/IDX-provided listings for any purpose other than display on their websites. This does not require CDS/IDX Participants to prevent indexing of CDS/IDX listings by recognized search engines. *(Amended 12-10)*

**SECTION 16.20: REMOVED (12-10)**

**SECTION 16.21: THIRD PARTY CONTRACTORS:** Any CDS/IDX Participant using a third party to develop or design its website must have a written agreement with such third party and a CDS MLS from which the CDS/IDX Participant obtains participatory rights in such form as prescribed by the CDS MLSs.

**SECTION 16.22: INTENT TO ESTABLISH CDS/IDX SITE:** A CDS/IDX Participant must notify the CDS MLS(s) in which it participates of its establishment of a CDS/IDX site at or before the time the site becomes available to the public. A CDS/IDX Participant shall make its site available to its MLS for review, and the MLS may review the site, if resources permit, prior to it being made available to the public. Each CDS/IDX Participant must make its site directly accessible to each MLS for purposes of monitoring/ensuring compliance with applicable rules and policies. The CDS/IDX Participant must inform the CDS MLS(s) in which it participates of the site's domain name by providing each URL of each search page on which this data appears on the Internet, and any subsequent changes to the URL.

**SECTION 16.23: NO DISCLOSURE:** No CDS/IDX Participant shall use any portion of the CDS/IDX Database or provide it to a third party for any purpose other than as expressly provided for in these Rules.

**SECTION 16.24: COMPLIANCE WITH RULES:** A CDS/IDX Participant must make changes to an Internet site necessary to cure a violation of these Rules within five business days of written notice from any MLS in which the CDS/IDX Participant holds participatory rights, or from a panel of the CDS MLSs, of the violation. If the violation continues five business days after the written notice, the CDS MLS from which the CDS/IDX Participant obtains the CDS/IDX Database may terminate the data feed, immediately and without further notice. If the violation continues after 10 business days after the written notice, the CDS MLS must terminate the CDS/IDX Participant's data feed. In the event a CDS MLS from which a CDS/IDX Participant does not obtain participatory rights alleges (a) that Participant has violated the CDS/IDX rules, and (b) no CDS MLS from which the Participant obtains participatory rights has taken action to remedy the rule violation, that MLS may seek review of the Participant's conduct before a CDS review panel according to any procedure provided for by the CDS MLSs. Each CDS/IDX Participant consents to the disclosure among all CDS MLSs of the existence and status of any disciplinary action against it under these Rules.

**SECTION 16.25: COSTS PAID BY PARTICIPANT:** Costs incurred by any CDS MLS in providing the CDS/IDX Database and other CDS/IDX services to a Participant, its Subscribers, or its vendor, may be assessed by the CDS MLS to the CDS/IDX Participant. Each CDS MLS establishes the fees it charges, if any, for CDS/IDX services at its sole discretion.

**SECTION 16.26: NO OTHER PARTICIPATORY RIGHTS GRANTED:** No Participant of a CDS MLS obtains participatory rights in any other CDS MLS by virtue of being a CDS/IDX Participant, except as expressly set forth in these rules regulating use of listing data under the CDS/IDX service. A Participant may receive offers of compensation made by other brokers only through those MLSs in which the Participant has participatory rights.

## **VIRTUAL OFFICE WEBSITE**

(FIRST ADOPTED JANUARY 29, 2009)

### **SECTION 17: VIRTUAL OFFICE WEBSITE (VOW)**

#### **SECTION 17.1**

- (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 may, with his or her Participant's consent, operate a VOW. Any VOW of a non-principal broker or sales licensee is subject to the Participant's oversight, supervision, and accountability.

- (b)** As used in Section 17 of these Rules, the term “Participant” includes a Participant’s affiliated non-principal brokers and sales licensees – except when the term is used in the phrases “Participant’s consent” and “Participant’s oversight, supervision, and accountability”. References to “VOW” and “VOWs” include all VOWs, whether operated by a Participant, by a non-principal broker or sales licensee, or by an Affiliated VOW Partner (“AVP”) on behalf of a Participant.
- (c)** “Affiliated VOW Partner” (“AVP”) refers to an entity or person designated by a Participant to operate a VOW on behalf of the Participant, subject to the Participant’s supervision, accountability and compliance with the VOW Policy. No AVP has independent participation rights in the MLS by virtue of its right to receive information on behalf of a Participant. No AVP has the right to use MLS 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 17 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 17.2**

- (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”).
- (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 17.3**

- (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 17.4:** 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, 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 17.5:** 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 17.6**

- (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 17.7:**

- (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 17.8, 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 17.8:** 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 17.9:** A Participant shall cause the MLS Listing Information available on its VOW to be refreshed at least once every three (3) days.

**SECTION 17.10:** Except as provided in these rules, the NATIONAL ASSOCIATION OF REALTORS® VOW Policy, or any other applicable MLS rules or policies, no Participant shall distribute, provide, or make accessible any portion of the MLS Listing Information to any person or entity.

**SECTION 17.11:** 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 17.12:** 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 17.13:** 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, and any other applicable MLS rules or policies.

**SECTION 17.14:** 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 17.15:** 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 17.16:** A Participant shall limit the number of listings that a Registrant may view, retrieve, or download to not more than 250 current listings and not more than 250 sold listings in response to any inquiry. *(Amended 06-09)*

**SECTION 17.17:** A Participant shall require that Registrants' passwords be reconfirmed or changed every 90 days.

**SECTION 17.18:** 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 17.19:** 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 17.20:** Participants and the AVPs operating VOWs on their behalf must execute the license agreement required by the MLS.

## **INTERNET DISPLAY OF MLS SOLD DATA**

## **SECTION 18: INTERNET DISPLAY OF MLS SOLD DATA**

(FIRST ADOPTED MAY 5, 2009)

**SECTION 18.1: SALES HISTORY DATA TOOL:** CMLS's Sales History Data Tool offers consumers the ability to search for limited information on sales in any neighborhood in CMLS's 10-county service area. The user must pick a county, a ZIP code and a neighborhood, which will produce a list of sales by year along with a map of those sales. CMLS has created a frameable version of the tool available for any CMLS CDS/IDX Participant or CMLS CDS/IDX Subscriber.

**SECTION 18.2: SOLD CONTENT DELIVERY:** In addition to the active-data elements (the "active content") of CMLS's database that are currently provided to broker-members through CMLS's CDS/IDX Database, CMLS CDS/IDX recipients receive certain sold-data elements ("sold content"). The sold content is combined with and incorporated into CMLS's existing standard IDX download, which is only available to those broker-members who have signed a "CMLS Online Participant/Subscriber Agreement for CDS/IDX/VOW Services" and been approved by CMLS.

**SECTION 18.3: SOLD CONTENT DISPLAY:** CMLS CDS/IDX recipients may display sold content (i.e., those listings that have closed and have been reported as "Sold" in CMLS' online database, reflected as "Sold" status), including those designated as "Allow Internet Listing Display: No". In addition, listings designated "Allow Internet Address Display: No" will have their addresses displayed after reported as "Sold."

Temporarily off market, expired or withdrawn content shall not be displayed.

In lieu of the requirements of Section 16.5, displays of sold content must include the SalesPrice, ClosedDate and CMLS' IDX icon immediately adjacent to the property information.

Additionally, the display must include the listing office name and selling office name, or the following disclaimer must appear on any Web page where the sold content is displayed: "Properties reported may be listed or sold by various participants in the MLS." Each of these required items must be reasonably visible and legible to a site visitor, e.g., no tiny text or gray text on gray background. Text must appear in a type size equal to or greater than the median size used for listing data on the page.

Displays of sold content shall not contain fields of data not included in the data feed CMLS provides to the CMLS CDS/IDX Participant and the fields listed in Appendix A. CMLS may amend the lists of required and prohibited fields.

Only the primary photo for sold content shall be displayed.

CMLS will provide CMLS CDS/IDX recipients with sold content for the current year, plus the three preceding calendar years in the IDX download. No CMLS CDS/IDX recipient shall display any sold content other than the current year plus the three preceding calendar years (although CMLS CDS/IDX recipients may display less). (*Amended 07-09*)

**SECTION 18.4: OTHER CMLS RULES APPLY:** All other CMLS Rules apply to the display of sold content by CMLS CDS/IDX Participants and CMLS CDS/IDX Subscribers (see rules Section 16) unless contravened by the rules in this Section 18.

## APPENDIX A

The fields listed below are provided but cannot be displayed.

| <b>CDS-MLS</b> | <b>Class Code</b> | <b>Short Name</b>    | <b>Long Name</b>     | <b>Class</b> |
|----------------|-------------------|----------------------|----------------------|--------------|
| ncds_cmls      | CND               | SQFTADDITIONAL       | SQFTADDITIONAL       | COND         |
| ncds_cmls      | CND               | SQFTBASEMENT         | SQFTLOWER            | COND         |
| ncds_cmls      | CND               | SQFTLOWER            | SQFTLOWER            | COND         |
| ncds_cmls      | CND               | SQFTMAIN             | SqFtFinishedMain     | COND         |
| ncds_cmls      | CND               | SQFTTHIRD            | SqFtFinishedThird    | COND         |
| ncds_cmls      | CND               | SQFTTOTAL            | SqFtTotal            | COND         |
| ncds_cmls      | CND               | SQFTUNHEATED         | SQFTUNHEATED         | COND         |
| ncds_cmls      | CND               | SQFTUNHEATEDBASEMENT | SQFTUNHEATEDBASEMENT | COND         |
| ncds_cmls      | CND               | SQFTUNHEATEDLOWER    | SQFTUNHEATEDLOWER    | COND         |
| ncds_cmls      | CND               | SQFTUNHEATEDMAIN     | SQFTUNHEATEDMAIN     | COND         |
| ncds_cmls      | CND               | SQFTUNHEATEDTHIRD    | SQFTUNHEATEDTHIRD    | COND         |
| ncds_cmls      | CND               | SQFTUNHEATEDUPPER    | SQFTUNHEATEDUPPER    | COND         |
| ncds_cmls      | CND               | SQFTUPPER            | SQFTUPPER            | COND         |
| ncds_cmls      | COM               | SQFTTOTAL            | SqFtTotal            | COMI         |
| ncds_cmls      | MUL               | SQFTADDITIONAL       | SQFTADDITIONAL       | MULT         |
| ncds_cmls      | MUL               | SQFTBASEMENT         | SQFTLOWER            | MULT         |
| ncds_cmls      | MUL               | SQFTTOTAL            | SqFtTotal            | MULT         |
| ncds_cmls      | MUL               | UNIT1SQFT            | Unit1SqFt            | MULT         |
| ncds_cmls      | MUL               | UNIT2SQFT            | Unit2SqFt            | MULT         |
| ncds_cmls      | MUL               | UNIT3SQFT            | Unit3SqFt            | MULT         |
| ncds_cmls      | MUL               | UNIT4SQFT            | UNIT4SQFT            | MULT         |
| ncds_cmls      | RES               | SQFTADDITIONAL       | SQFTADDITIONAL       | RESI         |
| ncds_cmls      | RES               | SQFTBASEMENT         | SQFTLOWER            | RESI         |
| ncds_cmls      | RES               | SQFTLOWER            | SQFTLOWER            | RESI         |
| ncds_cmls      | RES               | SQFTMAIN             | SqFtFinishedMain     | RESI         |
| ncds_cmls      | RES               | SQFTTHIRD            | SqFtFinishedThird    | RESI         |
| ncds_cmls      | RES               | SQFTTOTAL            | SqFtTotal            | RESI         |
| ncds_cmls      | RES               | SQFTUNHEATED         | SQFTUNHEATED         | RESI         |
| ncds_cmls      | RES               | SQFTUNHEATEDBASEMENT | SQFTUNHEATEDBASEMENT | RESI         |
| ncds_cmls      | RES               | SQFTUNHEATEDLOWER    | SQFTUNHEATEDLOWER    | RESI         |
| ncds_cmls      | RES               | SQFTUNHEATEDMAIN     | SQFTUNHEATEDMAIN     | RESI         |
| ncds_cmls      | RES               | SQFTUNHEATEDTHIRD    | SQFTUNHEATEDTHIRD    | RESI         |
| ncds_cmls      | RES               | SQFTUNHEATEDUPPER    | SQFTUNHEATEDUPPER    | RESI         |
| ncds_cmls      | RES               | SQFTUPPER            | SQFTUPPER            | RESI         |
| ncds_cmls      | RNT               | SQFTTOTAL            | SqFtTotal            | RNTL         |

| <b><u>CDS-MLS</u></b> | <b><u>Class Code</u></b> | <b><u>Short Name</u></b> | <b><u>Long Name</u></b> | <b><u>Class</u></b> |
|-----------------------|--------------------------|--------------------------|-------------------------|---------------------|
| ncds_triad            | CI                       | SqFtLeasePrice           | SqFtLeasePrice          | COMI                |
| ncds_triad            | CI                       | SqFtSalesPrice           | SqFtSalesPrice          | COMI                |
| ncds_triad            | CI                       | SqFtTotalAvail           | SqFtTotalAvail          | COMI                |
| ncds_triad            | MUL                      | SqFtApproximate          | SqFtApproximate         | MULT                |
| ncds_triad            | RES                      | SqFtFinished             | SqFtTotal               | RESI                |
| ncds_triad            | RES                      | SqFtFinishedBasement     | SQFTLOWER               | RESI                |
| ncds_triad            | RES                      | SqFtFinishedMain         | SqFtFinishedMain        | RESI                |
| ncds_triad            | RES                      | SqFtFinishedRange        | SqFtFinishedRange       | RESI                |
| ncds_triad            | RES                      | SqFtFinishedSecond       | SqFtFinishedSecond      | RESI                |
| ncds_triad            | RES                      | SqFtFinishedThird        | SqFtFinishedThird       | RESI                |
| ncds_triad            | RES                      | SqFtUnfinishedBasement   | SqFtUnfinishedBasement  | RESI                |
| ncds_triad            | RNT                      | SqFtFinishedBasement     | SQFTLOWER               | RNTL                |
| ncds_triad            | RNT                      | SqFtFinishedMain         | SqFtFinishedMain        | RNTL                |
| ncds_triad            | RNT                      | SqFtFinishedSecond       | SqFtFinishedSecond      | RNTL                |
| ncds_triad            | RNT                      | SqFtFinishedThird        | SqFtFinishedThird       | RNTL                |
| ncds_triad            | RNT                      | SqFtTotal                | SqFtTotal               | RNTL                |
| ncds_triad            | RNT                      | SqFtUnfinishedBasement   | SqFtUnfinishedBasement  | RNTL                |